ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း

နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန်ရင်းနှီးမြှုပ်နှံလိုသူ၏

ဆောင်ရွက်ရန်အဆိုပြုချက်

SUPER GATHERGATES ELECTRIC COMPANY LIMITED

PROPOSAL OF THE INVESTOR FOR MAKING FOREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

SUPER GATHERGATES ELECTRIC COMPANY LIMITED

Super Gathergates Electric Co., Ltd.

မာတိကာ

SUPER GATHERGATES ELECTRIC COMPANY LIMITED

No.(95), Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township,

Yangon Region, Myanmar.

Ph : 09-457743286

To

Chairman
Yangon Region Investment Committee
The Republic of the Union of Myanmar
Yangon.

Dated : 15th September, 2017

Subject : : **Submission of the proposal to Yangon Region Investment Commission.**

We, **Super Gathergates Electric Co., Ltd.** have a great pleasure to inform you that, **Super Gathergates Electric Co., Ltd.** will be incorporated under the Foreign Investment Law (2012) in accordance with the Myanmar Company Act (1914). We would like to apply YRIC endorsement permit for, **Super Gathergates Electric Co., Ltd.** which is located at No. 95, Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township, Yangon Region, the Republic of the Union of Myanmar for manufacturing and marketing of Electrical Switch Board and its related activities, with Super Gathergates Electric Co., Ltd. technology. Investment proposals are submitted hereby for approval and submission for higher authorities concerned.

Despite running and performance of the above-cited operation drum Myanmar Citizen Company, It is necessary to reinforce advanced machineries and weakness of technology and also necessary to acquire technology and investment. In the event of being able to product under the Gathergates Brand with the use of technology of Gathergates, marketing for the product to export promptly abroad has been certain and also our factory will be capable of manufacturing domestic, advance products leading to the technological transfer and thus the proposal with the cooperation of Singaporean Company has to be submitted due to the foregoing circumstances.

We deeply appreciate the assistance and co-operation your good office has extended to us, and we look forward to your favorable reply.

With best regards,

Yu Yu Win
Managing Director
Super Gathergates Electric Co., Ltd.

SUPER GATHERGATES ELECTRIC COMPANY LIMITED

No.(95), Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township,

Yangon Region, Myanmar.

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ထုတ်ကုန်ပစ္စည်းများနှင့်စပ်လျဉ်း၍ရှင်းလင်းတင်ပြချက်

ကျွန်မတို့၏ဖက်စပ်ကုမ္ပဏီမှ ထုတ်လုပ်မည့်ထုတ်ကုန်ပစ္စည်းများသည် စင်ကာပူနိုင်ငံ Gathergates Switchgear Pte Ltd. မှ ထုတ်လုပ်သည့်နိုင်ငံတကာတွင် အမည်ကောင်းနှင့်ဈေးကွက်ရရှိပြီးဖြစ်သည့် လျှပ်စစ်ပစ္စည်းများဖြစ်သည့် Gathergates အမှတ်တံဆိပ်နှင့် နည်းပညာအပါအဝင် ထုတ်လုပ်ခွင့်လိုင်စင်ရယူပြီး ဖက်စပ်ကုမ္ပဏီ၏ထုတ်ကုန်များအဖြစ် ထုတ်လုပ်သွားမည်ဖြစ်ပါသည်။

မိမိတို့ကုမ္ပဏီမှ ထုတ်လုပ်မည့်ကုန်ပစ္စည်းများ၏ **အသက်မှာ** **နည်းပညာနှင့်အရည်အသွေးဖြစ်ပြီး** လိုအပ်သည့် **ကုန်ကြမ်းများမှာ အဓိကအမျိုးအစား (၁၃) မျိုးရှိပြီး အမျိုးအစားတစ်ခုခြင်းတွင် အရည်အသွေး၊ အရွယ်အစားစုံ** ဖြစ်ပါသည်။ ထူးခြားချက်မှာ အချို့သောထုတ်ကုန်များသည် သမာရိုးကျထုတ်ကုန်များကဲ့သို့အရွယ်အစား၊ ပုံစံနှင့် အရည်အသွေးတစ်မျိုးတည်း အမြောက်အမြား ထုတ်လုပ်ရောင်းချသည့်စနစ်မျိုး မဟုတ်ဘဲ **ကုန်မှာယူသူ၏လိုအပ်ချက်** ပေါ်မူတည်၍လည်းကောင်း၊ ထားရှိမည့်နေရာအကျယ်အဝန်းနှင့် ပုံစံပေါ်မူတည်ပြီး **ထုတ်လုပ်မှု အဆင့်** (၂)ဆင့်ဖြင့် **ပထမအဆင့်**တွင် ပညာရှင်များမှပုံစံထုတ်ခြင်း၊ အသုံးပြုကုန်ကြမ်းတွက်ချက်ရွေးချယ်သတ်မှတ်ခြင်းများအား အဆင့်မြင့် Computer နည်းပညာများ အသုံးပြုဆောင်ရွက်ကြရပြီး ထုတ်ကုန်၏ပုံစံ၊ အရည်အသွေးများအား စစ်ဆေးအတည်ပြုပြီး မှသာ **ဒုတိယအဆင့်**တွင် အထက်တွင်ဖော်ပြခဲ့သည့် ကုန်ကြမ်းများ အသုံးပြုတပ်ဆင် ထုတ်လုပ်သည့်အဆင့်သို့ ရောက်ရှိပြီး ထုတ်လုပ်မှုဖြစ်စဉ်တစ်ခုလုံး၏အသက်မှာ ထုတ်လုပ်မှု၏ **ပထမအဆင့်**ဖြစ်သည့် **နည်းပညာပိုင်းဖြစ်ပြီး ပညာရှင်များမှ** တာဝန်ယူဆောင်ရွက်ရပြီး ဒုတိယအဆင့်မှာ ပညာရှင်မှဦးဆောင်ပြီး လေ့ကျင့်ပေးထားသည့် ကျွမ်းကျင်လုပ်သားများနှင့် တပ်ဆင်ထုတ်လုပ်ခြင်း ဖြစ်ပါသည်။

ဒုတိယတင်ပြလိုသည့်အချက်မှာ မိမိတို့ထုတ်ကုန်၏ **အရည်အသွေး**အရေးကြီးမှုဖြစ်ပါသည်၊ ထုတ်ကုန်များသည် မှာယူသူ Customer များ၏ ကုန်ထုတ်လုပ်မှုနှင့်စီးပွားရေးလုပ်ငန်းဆောင်တာများ ဆောင်ရွက်ရာတွင် အခရာကျပြီး အမှားအယွင်းနှင့်ချွတ်ယွင်းမှုဖြစ်ပွားပါက များစွာဆုံးရှုံးထိခိုက်မည်ဖြစ်ပါသည်၊ သို့ပါ၍ မိမိတို့ထုတ်ကုန်များ၏ အရည်အသွေးပိုင်းတွင်နည်းပညာပြီးလျှင် **အသုံးပြုကုန်ကြမ်းများမှာ** အဓိကဖြစ်ပါသည်၊ ထုတ်ကုန်များသည် တန်ဖိုးကြီးမားပြီး ပျက်စီးမှု ဖြစ်ပွားပါက အလွယ်တကူ ဖြုတ်တပ်လဲလှယ်တပ်ဆင်၍ မဖြစ်နိုင်ပါသဖြင့်နည်းပညာနှင့် အသုံးပြုကုန်ကြမ်းမှာ ထုတ်ကုန်များ၏ အသက်ဖြစ်ပါသည်။

တတိယတင်ပြလိုသည်မှာ မိမိတို့ထုတ်ကုန်များထုတ်လုပ်နိုင်ခြင်းဖြင့် ထုတ်ကုန်၏တန်ဖိုးတွင် နည်းပညာနှင့် အသုံးပြု components များ၏တန်ဖိုးအချိုးအစားအား တွက်ချက်ဖော်ပြလိုခြင်းဖြစ်ပါတယ်၊ မိမိတို့၏ထုတ်ကုန်တစ်မျိုး ဖြစ်သည့် Main Switch Board တစ်ခု၏တင်သွင်းသည့် FOB Price မှာအမေရိကန် ဒေါ်လာ (၃၀၀၀၀) ဖြစ်ပြီး၊ ပြည်တွင်းတွင်ထုတ်လုပ်မည်ဆိုလျှင် အမေရိကန်ဒေါ်လာ (၂၅၀၀၀) ရှိမည်ဖြစ်၍ အကျိုးအမြတ်မှာ ထုတ်ကုန်တစ်ယူနစ် တင်သွင်းမည်ဆိုလျှင်နိုင်ငံတော်မှနိုင်ငံခြားငွေ အမေရိကန်ဒေါ်လာ (၅၀၀၀) သက်သာမည် ဖြစ်ပါသည်၊ အဆိုပါထုတ်ကုန်အတွက်တင်သွင်းရမည့်

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components များ၏ တန်ဖိုးမှာအမေရိကန်ဒေါ်လာ (၁၇၆၀၀) ဖြစ်၍ နည်းပညာနှင့်လုပ်အားခမှာ အမေရိကန်ဒေါ်လာ (၇၄၀၀) ဖြစ်ပါသည်၊ ပြည်တွင်းတွင်ထုတ်လုပ်ပါက components များနှင့် နည်းပညာနှင့်လုပ်အားခအချိုးမှာ (၇၀.၄:၂၉.၆) ဖြစ်ပါ သည်၊ အကယ်၍ ပြည်ပမှတင်သွင်းမည်ဆိုပါက (၅၈.၆၆:၄၁.၃၄) ဖြစ်၍ နည်းပညာနှင့်လုပ်အားခမှ အဓိကအဖြစ် တွေ့မြင်ရမည်ဖြစ်ပါသည်၊

နောက်ဆုံးတင်ပြလိုသည်မှာ နိုင်ငံတကာတွင်ဈေးကွက်ဝေစုရရှိပြီးဖြစ်သည့် Gathergates ထုတ်ကုန်များ၏ componentsများတွင် စင်ကာပူနိုင်ငံတွင်ထုတ်လုပ်သည့် componentမှာ တစ်မျိုးသာ ပါဝင်ပြီးရာခိုင်နှုန်းအားဖြင့် (၇.၆၉)ရာခိုင်နှုန်းမျှသာပါဝင်ပြီး ပြည်ပမှတင်သွင်းသည့် components များမှာ (၉၂.၃၁) ရှိကြောင်းတွေ့ရှိရပါမည်၊ ယခုအခါ မိမိတို့နိုင်ငံတွင်အသေးစားနှင့်အလတ်စား (SME) စက်မှုလုပ်ငန်းများစတင်အရှိန်ယူချိန်ဖြစ်ပြီး နည်းပညာ အခြေပြုထုတ်လုပ်မှုလုပ်ငန်းကြီးများအတွက် အဆိုပါအသေးစားနှင့်အလတ်စား (SME) စက်မှုလုပ်ငန်းများမှ လိုအပ်သောကုန်ကြမ်း (components) များထုတ်လုပ်ပေးနိုင်ခြင်းမရှိသေးသဖြင့် အားကိုးနိုင်သည့်အနေအထား မရှိသေးခြင်းကြောင့် အရည်အသွေးနှင့် နည်းပညာအဓိကကျသည့် ထုတ်ကုန်များထုတ်လုပ်ရန် ပြည်ပကုန်ကြမ်းများအား ယာယီအားကိုးရမည် ဖြစ်ပါသည်၊ ပြည်တွင်းတွင် အသေးစားနှင့်အလတ်စား(SME) စက်မှုလုပ်ငန်းများမှ လိုအပ်သောကုန်ကြမ်း (components)များ ထုတ်လုပ်လာနိုင်သည်နှင့်အမျှ ပြည်ပမှကုန်ကြမ်း(components) များ တင်သွင်းမှုအား လျှော့ချသွားမည်ဖြစ်ကြောင်းနှင့် ယခုအချိန်တွင်ပြည်တွင်းဈေးကွက်နှင့် ပြည်ပဈေးကွက်များတွင် နည်းပညာနှင့် အရည်အသွေးမြင့်ထုတ်ကုန်များ ထုတ်လုပ်ရောင်းချသွားနိုင်ရေးနှင့် ထုတ်လုပ်သည့် ပထမနှစ်မှာပင် ပြည်ပသို့တင်ပို့သွားနိုင်သည့်ဈေးကွက် သေချာပြီးဖြစ်ခြင်းကြောင့် နိုင်ငံ့အတွက်နိုင်ငံခြားဝင်ငွေ ချက်ချင်းရှာဖွေပေး နိုင်ကြောင်း တာဝန်ယူပါကြောင်းကတိပြုပါသည်၊ သို့ပါ၍ ပြည်ပသို့တင်ပို့ခြင်း (Export) နှင့်သွင်းကုန်အစားထိုးလုပ်ငန်း ဖြစ်သည့် (Import Substitute) အဖြစ်ဆောင်ရွက်နိုင်ခြင်းများကြောင့် **တိုင်းပြည်အတွက် နည်းပညာ၊ ပို့ကုန်နှင့်နိုင်ငံခြားငွေချွေတာနိုင်သည့်သွင်းကုန်အစားထိုးလုပ်ငန်းဖြစ်သည့်** မိမိတို့၏လုပ်ငန်းအား ခွင့်ပြုနိုင်ပါရန် တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

Yu Yu Win
Managing Director
Super Gathergates Electric Co., Ltd.

1

ပုံစံ (၄-၁)

အတည်ပြုလျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

.... တိုင်းဒေသကြီး / ပြည်နယ် ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

စာအမှတ် ၊

ရက်စွဲ ၂၀ ခုနှစ်၊ လ ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၃၇ နှင့်အညီ အောက်ဖော်ပြပါ အချက်များအား ဖြည့်စွက်၍ အတည်ပြုလျှောက်ထားလွှာကို တင်ပြလျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် ....

(ခ) ကုမ္ပဏီမှတ်ပုံတင်အမှတ် သို့မဟုတ် ....
ရင်းနှီးမြှုပ်နှံသူ၏ နိုင်ငံသားစိစစ်ရေးကဒ် ....
အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ....

(ဂ) နိုင်ငံသား ....

(ဃ) နေရပ်လိပ်စာ/ မှတ်ပုံတင်ထားသည့်ကုမ္ပဏီလိပ်စာ ....
....

(င) တယ်လီဖုန်း /ဖက်စ် / အီးမေးလ်လိပ်စာ ....

(စ) လုပ်ငန်းအမျိုးအစား(အသေးစိတ်ဖော်ပြပေးရန်) ....

မှတ်ချက်။ အောက်ပါအချက်များကိုပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားမိတ္တူ

(၂) နိုင်ငံသားစိစစ်ရေးကတ်မိတ္တူနှင့်နိုင်ငံကူးလက်မှတ်မိတ္တူ

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏ -

(က) အမည် ....

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် ....
(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ....

(ဃ) နိုင်ငံသား ....

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ ....
....

Form (4-B)

Endorsement Application Form

To

Chairman

Yangon Region Investment Committee

Reference No.

Date 15th September, 2017

I do apply for the endorsement in accordance with the Section 37 of the Myanmar Investment Law by furnishing the following particulars:

1 The Investor's :-

(a) Name . Daw Yu Yu Win

(b) Company Registration No/ ID No/ National Registration Card No/ Passport

12/La Tha Na (Naing) 015276

(c) Citizenship Myanmar

(d) Address/Address of Registered Office

No. (115), Dhamazedi Road, Ward No. (10),

Kamayut Township, Yangon Region, Myanmar.

(e) Phone/Fax/ E-mail

(f) Type of Business (to describe in detail) Manufacturing and Marketing of Electrical Switch Board and its related activities

Note: The following documents need to be attached according to the above paragraph (1) :-

(1) Company Registration Certificate (copy);

(2) ID No/ National Registration Card (copy) and Passport (copy);

2 If the investor don't apply for endorsement by himself/herself, the applicant;

(a) Name

(b) Name of contact person.................................

(if applicant is business organization)

Note: describe with attachment of letter of legal representative

(c) ID No/ National Registration Card No/ Passport No..............................

(d) Citizenship..

(e) Address in Myanmar...

(f) Phone/Fax;..

(g) E-mail..

3 Type of Business Organization to be formed:-

☐ One Hundred Percent ☑ Joint Venture (To attach the draft of JV agreement)

Type of Contractual Basis (To attach draft contract/agreement)

Share Ratio (Local)	50%
Share Ratio (Government Department/Organization)	
Share Ratio (Foreigner)	50%

4 List of Shareholders Owned 10% of the Shares and Above

No	Name of Shareholder	Citizenship	Share Percentage
1	Great Merits Co., Ltd.	Myanmar	50%
2	Gathergates (Myanmar) Pte Ltd.	Singapore	50%

5 Particulars of Company Incorporation

(a)	Authorized Capital	15,000,000/-
(b)	Type of Share	Ordinary Share - US$ 1
(c)	Number of Shares	(15,000,000) shares

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6 Particulars of Paid – up Capital of the Investment

	US $ (million)
(a) Amount/ Percentage of local capital to be contributed	1.55
(b) Amount/ Percentage of foreign capital to be brought in	1.55
Total	3.10

7. Annual or period of proposed capital to be brought in (2) years after MIC Permit

8. Investment Period (50) years

9 Particulars of the Investment Project-

(a) Investment location(s)/place(s)

Plot No. (96), Block No. (113), Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township, Yangon Region, Myanmar.

10. Amount of Investment US$ 3,100,000/-

11. The License, Permit, Permission, and etc; of the relevant organizations shall be attached if they are received.

12 Commencement of Business ☒ Yes ☑ No

If it is commenced, describe the performance of business activities;

13 Describe whether other applications are being submitted together with the Endorsement Form or not;

☐ Land Rights Authorization Application

☑ Tax Incentive Application

Signature of the applicant

Name Yu Yu Win

Title Managing Director

Department/Company Super Gathergates Electric Co., Ltd.

(Seal/Stamp)

Date............................

2

Form (6)

Tax Incentive Application

To

Chairman

Myanmar Investment Commission

Ref; No.

Dated 15th September, 2017

Subject: Application for Tax Incentive

I do hereby apply with the following particulars for the tax incentive under section 74 of Myanmar Investment Law:

1 Applicant

(a) Name of Investor	Daw Yu Yu Win
(b) Name of Company	Super Gathergates Electric Co., Ltd.
(c) Type of Business	Manufacturing and Marketing of Electrical Switch Board and its related activities
(d) Myanmar Investment Commission Permit or Endorsement No. (If a permit Or endorsement is still processing, please Describe the information	nil

2 If investor doesn't submit by himself/ Herself, the applicant's;

(a) Name of contact person

(b) National Registration Card No/ Passport No

3 Construction Period or Preparatory period (6) months

4 Commencement date for commercial operation

5 Applied for the following tax incentive:

(a) Exemption or Relief under section 75(a)

(b) Exemption or Relief under section 76

(c) Exemption or Relief under section 77(a/b/c/d)

(d) Exemption or Relief under section 78(b)

(e) Exemption or Relief under section 79

Note: The application must specify precise tax incentives applied for

6. If the investor apply for tax incentive Under section 75(a), Please state the Zone in accordance rule 83 or the Zone In which more than 65% of the value of the investment is invested or carried out in accordance with rule 96.

Plot No. (96), Block No. (113), Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township, Yangon Region, Myanmar.

7. If the investor apply for tax incentive under section 77(a) and (d), Please fill the information in schedule (1) Attachment - A

8. If the investor apply for tax incentive under section 77(b), Please state the following information and fill in schedule (2) :

(a) an expected amount as per year to be Earned from the investment US$ (5.17) million

(b)Foreign Currency from export as per year US$ (0.995) million

9. If the investor apply for tax incentive under section 78(a), please state the following information in accordance with rule 99:

(a) Please describe, which financial year the Profits reinvested are earning by the investor.

(b)Please describe which financial year the profits are reinvested by the Investor.

(c) Please describe the amount of reinvestment

10. If the investor apply for tax incentive under section 78(b), please describe the following information:

(a) provide the depreciation schedule of assets for which the depreciation rate is to be adjusted, showing both the depreciation at the standard rate and at a rate of 1.5 times the depreciation rate permitted under the relevant laws of the Union.

(b)Has the investor separately applied for or obtained an adjustment to the depreciation rate from the relevant authority.

11. If the investor apply for tax incentive under section 78 (c), provide an itemized list of actual research and development expenses for the current financial year.

Signature

Name of investor — Yu Yu Win

Designation — Managing Director

Department/Company — Super Gathergates Electric Co., Ltd,

(Seal/Stamp)

SCHEDULE (1)-LIST OF PRODUCTION EQUIPMENT NEEDED

NO.	LIST OF ITEM	HS CODE (WITH FOUR DIGIST	UNIT	QUANTITY	UNIT PRICE (USD)	TOTAL VALUE	SOURCE	
							LOCAL	IMPORTED
	1	2	3	4	5	6	7	8
1	Co2 Laser Cutting System (Amada)		unit	1	650,000	650,000		IMPORTED
2	Automated bending System (Amada)		unit	1	553,330	553,330		IMPORTED
3	Robotic Welding System		unit	1	343,330	343,330		IMPORTED
4	Roll Former		unit	1	450,000	450,000		IMPORTED
5	Auto CAD Drafting Computers		unit	4	7,000	28,000		IMPORTED
6	Grinder		unit	1	20,000	20,000		IMPORTED
7	Gasket Maker		unit	1	150,000	150,000		IMPORTED
8	Electrical Switchgear Quality Control Testing Equipment		unit	1	50,000	50,000		IMPORTED
9	Automated Cable Cutter and Stripper		unit	1	21,000	21,000		IMPORTED
10	Forklift 3 tons		No.	1	51,000	51,000		IMPORTED
11	CNC Turret Puncher		set	1	103,863	103,863	LOCAL	
12	CNC Press Brake		set	1	39,207	39,207	LOCAL	
13	CNC Shearer		set	1	26,826	26,826	LOCAL	
14	CNC Multifunction Busbar Processer				-			
	(1) Bus Bar Cutting Punching & Bending Machine		set	1	20,000	20,000	LOCAL	
	(2) Digital Bus Bar Bending Machine		set	1	8,519	8,519	LOCAL	
15	Automated Powder Coating Facility		set	1	113,276	113,276	LOCAL	
16	CO2 Welding Machine		set	2	1,741	3,482	LOCAL	
17	Transformer (1000 KVA)		set	1	16,931	16,931	LOCAL	
18	Generator (125 KVA) LGDM - 1435		set	1	16,926	16,926	LOCAL	
19	Generator (150 KVA) LGDM - 1655		set	1	20,436	20,436	LOCAL	
20	Forklift (2 ton) FB 20 CA1		set	1	30,815	30,815	LOCAL	
21	Air Compressor		set	1	14,074	14,074	LOCAL	
22	Main Switch Board with 300kvAR Capacitor Bank		set	1	12,963	12,963	LOCAL	
23	50AEQz Exhaust Fan		set	16	267	4,272	LOCAL	
24	ATS Panel		set	1	9,259	9,259	LOCAL	
25	250kVA 3 Phase Voltage Stabilizer & Panel		set	1	15,478	15,478	LOCAL	
26	LED Highbay		set	41	74	3,034	LOCAL	
	TOTAL					**2,776,021**		

SCHEDULE (2) LIST OF PRODUCTION INPUT NEEDED

NO	LIST OF ITEM	HS CODE (WITH FOUR DIGIST)	UNIT	UNIT PRICE (USD)	ANNUAL NEEDS				OTHER
					LOCAL		IMPORT		
					QUANTITY	TOTAL VALUE (USD)	QUANTITY	TOTAL VALUE (USD)	
1	EG Sheet		sheet	35			34500	1279950	
2	Copper Busbar		metre	40			9650	409160	
3	PVC Sheet		sheet	19			8100	163134	
4	Epoxy Powder		kg	8			175900	1491632	
5	Cables								
	(35 mm² to 120 mm²)		metre	15			53150	845085	
	(up to 35 mm²)		metre	5			7000	37100	
6	ACB								
	(up to 2000 A)		pcs	1600			300	508800	
	(up to 1200 A)		pcs	1000			100	106000	
7	M CCB								
	(up to 400 A)		pcs	200			5900	1250800	
	(up to 160 A)		pcs	100			1000	106000	
	(up to 630 A)		pcs	500			200	106000	
8	MCB								
	(1 pole, 2 pole, up to 40 A)		pcs	2			148700	315244	
	(3 pole, 4 pole, up to 63 A)		pcs	15			4000	63600	
9	Meter								
	(kWH Meter)		pcs	100			2800	296800	
	(Multifunction Meter)		pcs	50			350	18550	
10	Accessories								
	Accessories-1		lot	1000			100	106000	
	Accessories-2		lot	100			4550	482300	
	Accessories-3		lot	50			5850	310050	
	Accessories-4		lot	30			3000	95400	
	Accessories-5		lot	10			700	7420	
	Accessories-6		lot	5			7000	37100	
	Accessories-7		lot	3			14000	44520	
11	Capacitor Bank		pcs	100			400	42400	
12	Line Tap		pcs	6			15000	95400	
13	ATS		pcs	500			150	79500	

Form (7-B)

Application form for Land Rights Authorization

To,

Chairman

Yangon Region Investment Committee

Reference No.

Date

Subject: Application for Land Lease or Land Rights Authorization to invested

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116:-

1. Particulars relating to Owner of land/building
   - (a) Name of owner/organization Daw Yu Yu Win
   - (b) Area 2.492 acres
   - (c) Location No. (95), Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township, Yangon Region, Myanmar.
   - (d) Initial period permitted to use the land (Validity of Land grant) 30 years
   - (e) Payment of long term lease as equity Yes ( ) No (✓)
   - (f) Agreed by original lessor Yes (✓) No ( )+
   - (g) Type of Land Industrial Zone
2. Lessor
   - (a) Name / Company's Name/Department/Organization Daw Yu Yu Win
   - (b) National Registration Card No 12/La Tha Na (Naing) 015276
   - (c) Address No. (115), Dhamazedi Road, Ward No. (10), Kamayut Township, Yangon Region, Myanmar.
3. Lessee
   - (a) Name / Company's Name/Department/Organization Super Gathergates Electric Co., Ltd.
   - (b) National Registration Card No/Passport No 91 FC/2016-2017 (NPW) 9.3.2017

(c) Address No (95), Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township, Yangon Region, Myanmar.

4. Particulars of the proposed Land Lease

(a) Type of Investment: Manufacturing and Marketing of Electrical Switch Board and its related activities

(b) Investment Location(s): Plot No. (96), Block No. (113), Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township, Yangon Region,

(c) Location (Ward, Township, State/Region): Plot No. (96), Block No. (113), Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township, Yangon Region,

(d) Area of Land: 2.492 acres

(e) Size and Number of Building (s): (3) buildings

-Total Building Area (3009.42) sq. meter

(f) Value of Building

5. To enclose land ownership and Land Grant, ownership evidences (except Industrial Zone), Land Map and Land Lease Agreement (Draft) Flag - 5

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

☐ Person who has the rights to use the land of Building of the Government from Government Department and Organization in accordance with the national laws.

☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization

7. Land / Building lease rate (per square meter per year) US$ 14.28 /sq. m/year

8. Land Use Premium – (LUP) (if it is leased from the land belonged to Government Department/ Organization, the LUP shall be paid in cash by the lessee.)

Rate per Acre: Nil

9. Whether it is agreed by original land lessor or land tenant or not. Agreed

10. Proposed land or building use/lease period 45 years

11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Hotel Zone, Trade Zone and etc or not (To describe Zone)

Plot No. (96), Block No. (113), Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township, Yangon Region,

Signature	
Name of Investor	Yu Yu Win
Designation	Managing Director
Department/Company	Super Gathergates Electric Co., l
(Seal / Stamp)	

3

Annexure - 1

Super Gathergates Electric Co., Ltd.

B.O.D List

Sr. No.	Name	Designation	Address	Share Ratio
1	Grate Merits Co., Ltd. Represented by: Daw Yu Yu Win	Managing Director	No. 115, Dhamazedi Road, Ward No. (10), Kamayut	50%
2	Gathergates(Myanmar) Pte Ltd. Represented by:			50%
2.1	Mr. Chia Puay Hwee	Director	1A, Jalan Cherpen Singapore 769929	
2.2	Mr. Liang Wenhua	Director	Bapt Blk 571B Woodlands Avenue 1#10-916, Singapore 732571	

Annexure - 2

Super Gathergates Electric Co., Ltd.

Total Investment Schedule

US$/KS

Sr.No.	Investment Type	Ks.	US$	Tot. US$
1	Cash	66,066,000	150,000	200,820
2	Machinery	620,132,800	2,316,660	2,793,685
3	Office Equipment	137,143,340		105,495
	Total	823,342,140	2,316,660.00	3,100,000

Depreciation Schedule

US$/KS

Sr.No.	Investment Type	Ks.	US$	Tot. US$
Dep.Rate (10%)				
1	Machinery	62,013,280	231,666	279,369
2	Office Equipment	13,714,334		10,549
		75,727,614	231,666	289,918

Remark ; Exchange Rate US$ 1 = Ks 1300

Super Gathergates Electric Co., Ltd.
Machinery and Equipment List (to be imported)

Sr. No.	Particulars	A/U	Qty.	Price(US$)	Value (US$)
1	Co2 Laser Cutting System (Amada)	unit	1	650000	650,000
2	Automated bending System (Amada)	unit	1	553330	553,330
3	Robotic Welding System	unit	1	343330	343,330
4	Roll Former	unit	1	450000	450,000
5	Auto CAD Drafting Computers	unit	4	7000	28,000
6	Grinder	unit	1	20000	20,000
7	Gasket Maker	unit	1	150000	150,000
8	Electrical Switchgear Quality Control Testing Equipment	unit	1	50000	50,000
9	Automated Cable Cutter and Stripper	unit	1	21000	21,000
10	Forklift 3 tons	No.	1	51000	51,000
	Total				2,316,660

Remark: Machinery will be imported from China & Singapore.

Machinery and Equipment List (Local Purchase)

Sr. No.	Particulars	A/U	Qty.	Price(ks.)	Value (ks.)
1	CNC Turret Puncher	set	1	140,215,400	140,215,400
2	CNC Press Brake	set	1	52,929,500	52,929,500
3	CNC Shearer	set	1	36,215,400	36,215,400
4	CNC Multifunction Busbar Processer				
	(1) Bus Bar Cutting Punching & Bending Machine	set	1	27,000,000	27,000,000
	(2) Digital Bus Bar Bending Machine	set	1	11,500,000	11,500,000
5	Automated Powder Coating Facility	set	1	152,922,900	152,922,900
6	CO2 Welding Machine	set	2	2,350,000	4,700,000
7	Transformer (1000 KVA)	set	1	22,856,600	22,856,600
8	Generator (125 KVA) LGDM - 1435	set	1	22,850,000	22,850,000
9	Generator (150 KVA) LGDM - 1655	set	1	27,588,000	27,588,000
10	Forklift (2 ton) FB 20 CA1	set	1	41,600,000	41,600,000
11	Air Compressor	set	1	19,000,000	19,000,000
12	Main Switch Board with 300kvAR Capacitor Bank	set	1	17,500,000	17,500,000
13	50AEQz Exhaust Fan	set	16	360,000	5,760,000
14	ATS Panel	set	1	12,500,000	12,500,000
15	250kVA 3 Phase Voltage Stabilizer & Panel	set	1	20,895,000	20,895,000
16	LED Highbay	set	41	100,000	4,100,000
	Total Kyat				620,132,800

Annexure - 4

Super Gathergates Electric Co., Ltd.

Building Requirement

Sr. No.	Particular	Measurement	A/U	Qty.	Remark
1	Main Factory	300' x 100'	No.	1	3 Storey
	(a) Ground Floor	300' x 100'			
	(b) First Floor				
	1. Office	75' x 30'			
	2. Store	50' x 50'			
	(c) Second Floor				
	1. Store	50' x 50'			
2	Mess Room	100' x 20'	No.	1	1 Storey
3	Generator House	26' x 16'	No.	1	1 Storey
	Total			3	

Super Gathergates Electric Co., Ltd.

Fuel Requirement

Sr. No.	Particulars	A/U	Year			
			1 + 2	3 + 4	5 + 6	7 + 30
I	Requirement					
1	Diesel	gl	2,500	2,500	2,500	2,500
2	Gasoline	gl	500	500	500	500
3	Lubricant	gl	50	50	50	50
II	Price					
1	Diesel	Ks/gl	4,000	4,160	4,240	4,320
2	Gasoline	Ks/gl	4,000	4,160	4,240	4,320
3	Lubricant	Ks/gl	15,000	15,600	15,900	16,200
III	Value					
1	Diesel	Ks 000	10,000	10,400	10,600	10,800
2	Gasoline	Ks 000	2,000	2,080	2,120	2,160
3	Lubricant	Ks 000	750	780	795	810
	Total	Ks 000	12,750	13,260	13,515	13,770

Annexure - 6

Super Gathergates Electric Co., Ltd.

Electricity Requirement

Sr. No.	Particulars	A/U	Year			
			1 + 2	3 + 4	5 + 6	7 + 30
I	Electricity (per month)					
1	1 - 500	unit	500	500	500	500
2	501 - 10000	unit	6,000	8,600	9,500	9,500
3	10001 - 50000	unit			400	3000
II	Price per unit					
1	1 - 500	ks	75	75	75	75
2	501 - 10000	ks	100	100	100	100
3	10001 - 50000	ks	125	125	125	125
III	Expense (per month)					
1	1 - 500	ks	37,500	37,500	37,500	37,500
2	501 - 10000	ks	600,000	860,000	950,000	950,000
3	10001 - 50000	ks	-	-	50,000	375,000
	Total per month	ks	637,500	897,500	1,037,500	1,362,500
	Total per year	ks	7,650,000	10,770,000	12,450,000	16,350,000

Super Gathergates Electric Co., Ltd.

Furniture & Office Equipment List

Sr. No.	Particulars	A/U	Qty.	Price (Ks.)	Value (Ks.)
1	Circuit Breaker Panel (12kV, 125)	unit	1	13,000,000	13,000,000
2	Transformer Auto Tab Changer	unit	1	24,000,000	24,000,000
3	Aircon 2HP	unit	2	630,000	1,260,000
4	Mitsubishi Heavy Duty Aircon 2HP	unit	2	800,000	1,600,000
5	Mitsubishi Heavy Duty Aircon 3HP	unit	3	300,000	900,000
6	Vacuum Cleaner (Hitachi)	unit	1	167,000	167,000
7	Vacuum Cleaner (wet & dry)	unit	1	305,100	305,100
8	Vacuum Cleaner 60L(wet & dry)	unit	3	922,080	2,766,240
9	Computer (Desktop)	unit	7	690,000	4,830,000
10	Laptop	unit	1	679,000	679,000
11	Printer	unit	1	120,000	120,000
12	EPSON Printer L1300 (A4/A3)	unit	1	598,000	598,000
13	Office Table	unit	13	100,000	1,300,000
14	Copier	unit	1	500,000	500,000
15	Locker	unit	3	201,000	603,000
16	Dinning Table	unit	8	52,000	416,000
17	Cupboard	unit	2	137,000	274,000
18	Cabinet	unit	6	160,000	960,000
19	Sofa Chair	unit	32	35,000	1,120,000
20	Meeting Table	unit	1	350,000	350,000
21	Reception Table	unit	1	1,900,000	1,900,000
22	Buddha Home	unit	1	495,000	495,000
23	Car No.5M/1064 Toyota Townace KM70 Pickup (4x2) (R)	unit	1	14,000,000	14,000,000
24	Car No.5M/1071 Toyota Liteace KM80 Pickup (4x4) (R)	unit	1	14,000,000	14,000,000
25	Car No.3H/1245 Mitsubishi Colt Z21A Hatch Back (4x2) (R)	unit	1	15,000,000	15,000,000
26	Car No.8M/2884 Wish	unit	1	36,000,000	36,000,000
	Total (Kyat)				137,143,340

Super Gathergates Electric Co., Ltd.

Raw Material Requirement for one Unit

Sr. No.	Particular	AU	Raw Material														
			Main Switch Board	CB Panel	Sub Switch Board	Meter Panel	Distribution Board	Consumer Unit	Tap of Unit	Control Panel	ATS Panel	Synchronizing Panel	PV Panel	Cable Tray	Cabke Trunking	Cable Ladder	Standard Enclosure
1	EG Sheet	sheet	40	4	4	4	1	1	1	1	2	16	2	0.4	0.3	0.5	2
2	Copper Busbar	metre	50	4	4	2					1	10	1				
3	PVC Sheet	sheet	10	4	4	4	1				2	10	2				
4	Epoxy Powder	kg	80	25	25	8	2	1	1	1	4	40	5	1	0.8	1	5
5	Cables	metre	50	10	20	10	5	5		10	5	10	2				
6	ACB	pcs	3									2					
7	M CCB	pcs	30	3	3	1	1				2	8	1				
8	MCB	pcs	10	10	150	20	10	10		1			20				
9	Meter	pcs	8	1	1	2					1	4					
10	Accessories	lot	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
11	Capacitor Bank	pcs		4													
12	Line Tap	pcs							5								
13	ATS	pcs									1						

Super Gathergates Electric Co., Ltd.

Annual raw material requirement

Sr. No.	Particular	AU	Year			
			1 + 2	3 + 4	5 + 6	7 + 30
I	Requirement					
1	EG Sheet	sheet	17250	20700	27600	34500
2	Copper Busbar	metre	3825	5790	7720	9650
3	PVC Sheet	sheet	4050	4860	6480	8100
4	Epoxy Powder	kg	38450	46140	61520	175900
5	Cables	metre	30075	36090	48120	60150
	(35 mm² to 120 mm²)	metre	26575	31890	42520	53150
	(up to 35 mm²)	metre	3500	4200	5600	7000
6	ACB	pcs	200	240	320	400
	(up to 2000 A)	pcs	150	180	240	300
	(up to 1200 A)	pcs	50	60	80	100
7	M CCB	pcs	3550	4260	5680	7100
	(up to 400 A)	pcs	2950	3540	4720	5900
	(up to 160 A)	pcs	500	600	800	1000
	(up to 630 A)	pcs	100	120	160	200
8	MCB	pcs	76350	91620	122160	152700
	(1 pole, 2 pole, up to 40 A)	pcs	74350	89220	118960	148700
	(3 pole, 4 pole, up to 63 A)	pcs	2000	2400	3200	4000
9	Meter	pcs	1575	1890	2520	3150
	(kWH Meter)	pcs	1400	1680	2240	2800
	(Multifunction Meter)	pcs	175	210	280	350
10	Accessories	lot	17600	21120	28160	35200
	Accessories-1	lot	50	60	80	100
	Accessories-2	lot	2275	2730	3640	4550
	Accessories-3		2925	3510	4680	5850
	Accessories-4		1500	1800	2400	3000
	Accessories-5		350	420	560	700
	Accessories-6		3500	4200	5600	7000
	Accessories-7		7000	8400	11200	14000
11	Capacitor Bank	pcs	200	240	320	400
12	Line Tap	pcs	7500	9000	12000	15000
13	ATS	pcs	75	90	120	150

Super Gathergates Electric Co., Ltd.

Annual raw material requirement

Sr. No.	Particular	AU	Year			
			1 + 2	3 + 4	5 + 6	7 + 30
II	Price (USD)					
1	EG Sheet	usd	35	35.7	36.4	37.1
2	Copper Busbar	usd	40	40.8	41.6	42.4
3	PVC Sheet	usd	19	19.38	19.76	20.14
4	Epoxy Powder	usd	8	8.16	8.32	8.48
5	Cables	usd				
	(35 mm² to 120 mm²)		15	15.3	15.6	15.9
	(up to 35 mm²)		5	5.1	5.2	5.3
6	ACB	usd		0	0	0
	(up to 2000 A)		1600	1632	1664	1696
	(up to 1200 A)		1000	1020	1040	1060
7	M CCB	usd		0	0	0
	(up to 400 A)		200	204	208	212
	(up to 160 A)		100	102	104	106
	(up to 630 A)		500	510	520	530
8	MCB	usd				
	(1 pole, 2 pole, up to 40 A)		2	2.04	2.08	2.12
	(3 pole, 4 pole, up to 63 A)		15	15.3	15.6	15.9
9	Meter	usd		0	0	0
	(kWH Meter)		100	102	104	106
	(Multifunction Meter)		50	51	52	53
10	Accessories	usd				
	Accessories-1		1000	1020	1040	1060
	Accessories-2		100	102	104	106
	Accessories-3		50	51	52	53
	Accessories-4		30	30.6	31.2	31.8
	Accessories-5		10	10.2	10.4	10.6
	Accessories-6		5	5.1	5.2	5.3
	Accessories-7		3	3.06	3.12	3.18
11	Capacitor Bank	usd	100	102	104	106
12	Line Tap	usd	6	6.12	6.24	6.36
13	ATS	usd	500	510	520	530

Super Gathergates Electric Co., Ltd.

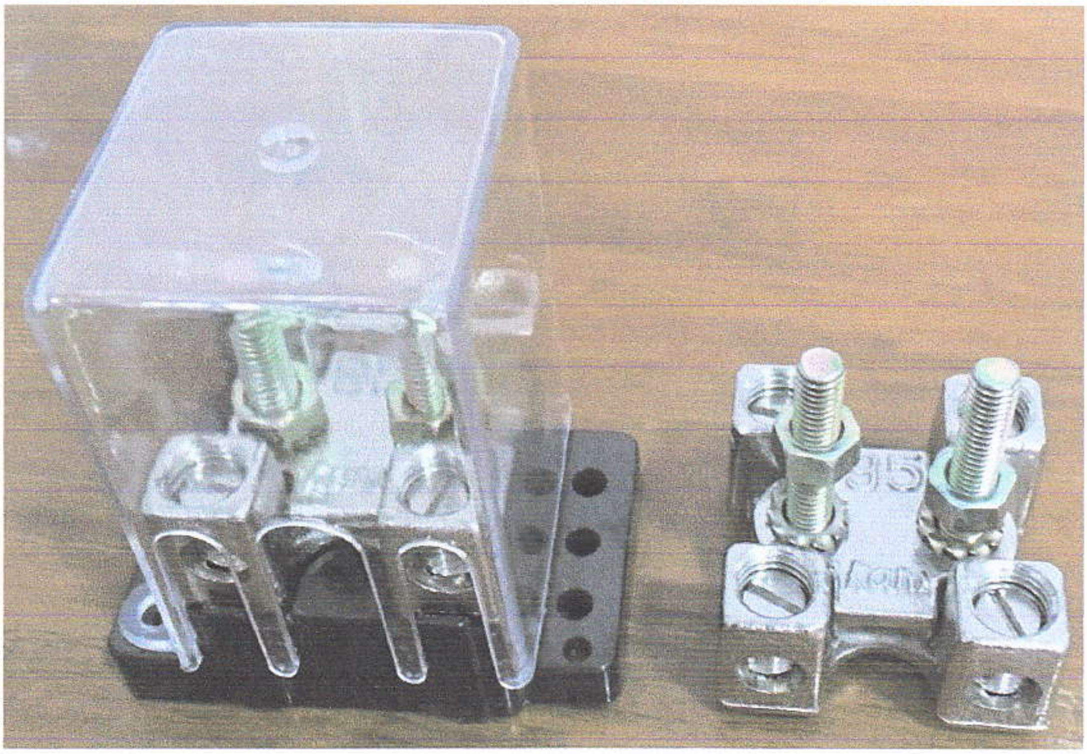
Annual raw material requirement

Sr. No.	Particular	AU	Year			
			1 + 2	3 + 4	5 + 6	7 + 30
II	Value (US$)					
1	EG Sheet	usd	603,750	738,990	1,004,640	1,279,950
2	Copper Busbar	usd	153,000	236,232	321,152	409,160
3	PVC Sheet	usd	76,950	94,187	128,045	163,134
4	Epoxy Powder	usd	307,600	376,502	511,846	1,491,632
5	Cables	usd	-	-	-	-
	(35 mm² to 120 mm²)		398,625	487,917	663,312	845,085
	(up to 35 mm²)		17,500	21,420	29,120	37,100
6	ACB	usd	-	-	-	-
	(up to 2000 A)		240,000	293,760	399,360	508,800
	(up to 1200 A)		50,000	61,200	83,200	106,000
7	M CCB	usd	-	-	-	-
	(up to 400 A)		590,000	722,160	981,760	1,250,800
	(up to 160 A)		50,000	61,200	83,200	106,000
	(up to 630 A)		50,000	61,200	83,200	106,000
8	MCB	usd	-	-	-	-
	(1 pole, 2 pole, up to 40 A)		148,700	182,009	247,437	315,244
	(3 pole, 4 pole, up to 63 A)		30,000	36,720	49,920	63,600
9	Meter	usd	-	-	-	-
	(kWH Meter)		140,000	171,360	232,960	296,800
	(Multifunction Meter)		8,750	10,710	14,560	18,550
10	Accessories	usd	-	-	-	-
	Accessories-1		50,000	61,200	83,200	106,000
	Accessories-2		227,500	278,460	378,560	482,300
	Accessories-3		146,250	179,010	243,360	310,050
	Accessories-4		45,000	55,080	74,880	95,400
	Accessories-5		3,500	4,284	5,824	7,420
	Accessories-6		17,500	21,420	29,120	37,100
	Accessories-7		21,000	25,704	34,944	44,520
11	Capacitor Bank	usd	20,000	24,480	33,280	42,400
12	Line Tap	usd	45,000	55,080	74,880	95,400
13	ATS	usd	37,500	45,900	62,400	79,500
	Total	usd	3,478,125	4,306,185	5,854,160	8,297,945

Cables

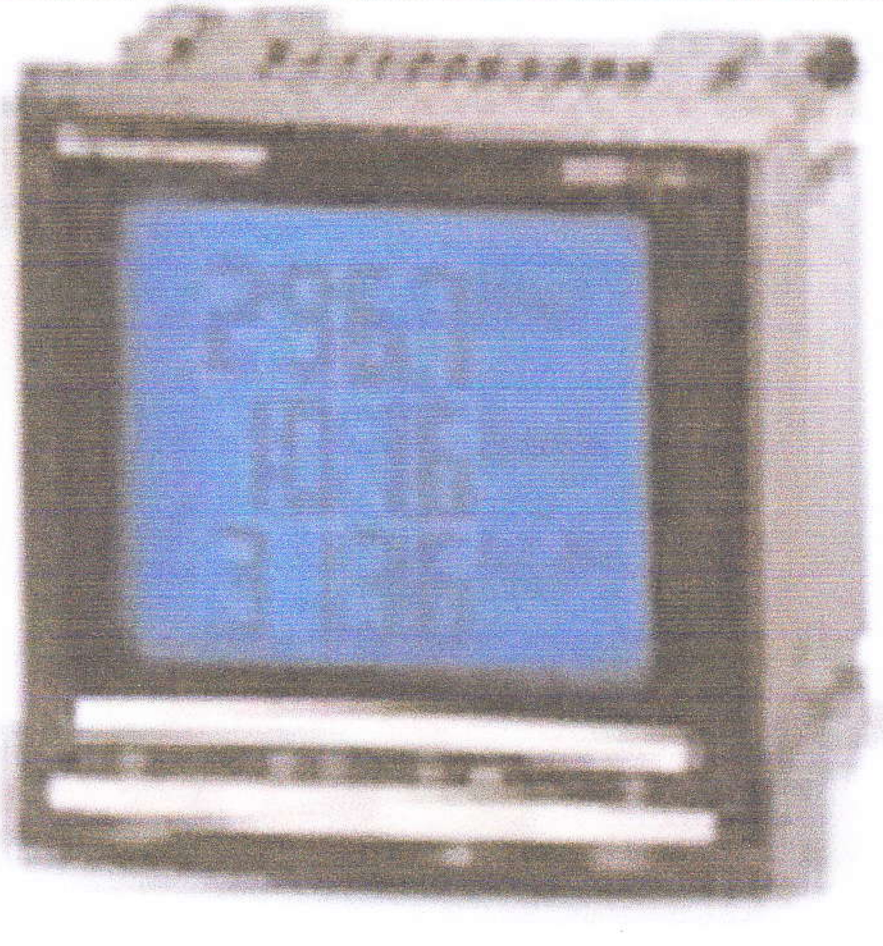


Line Tape

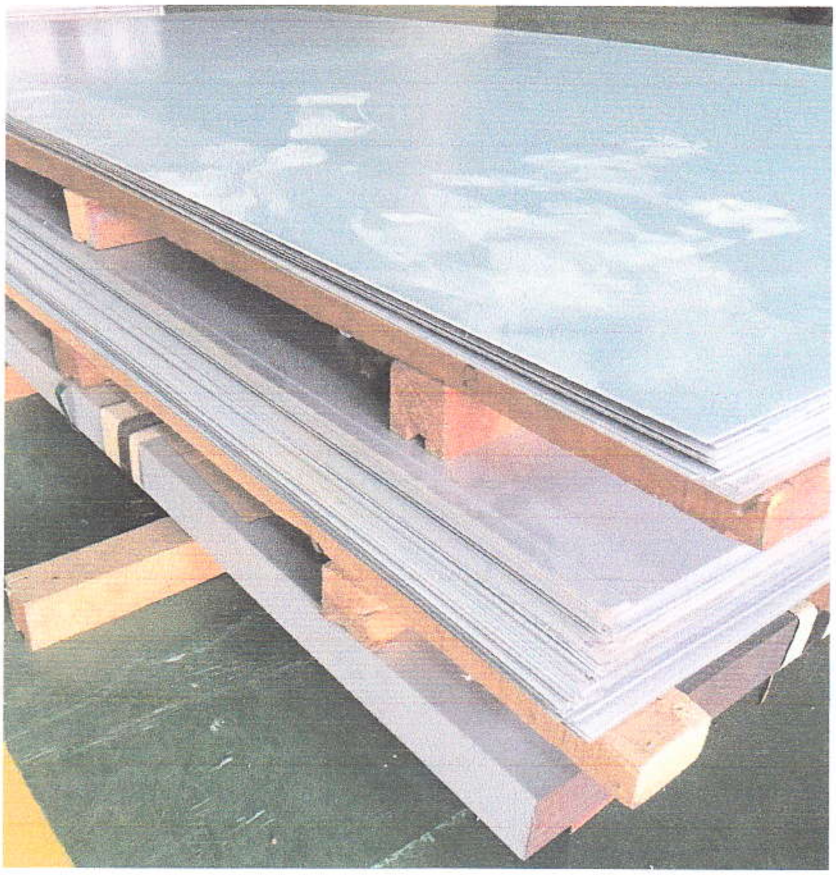


Meter

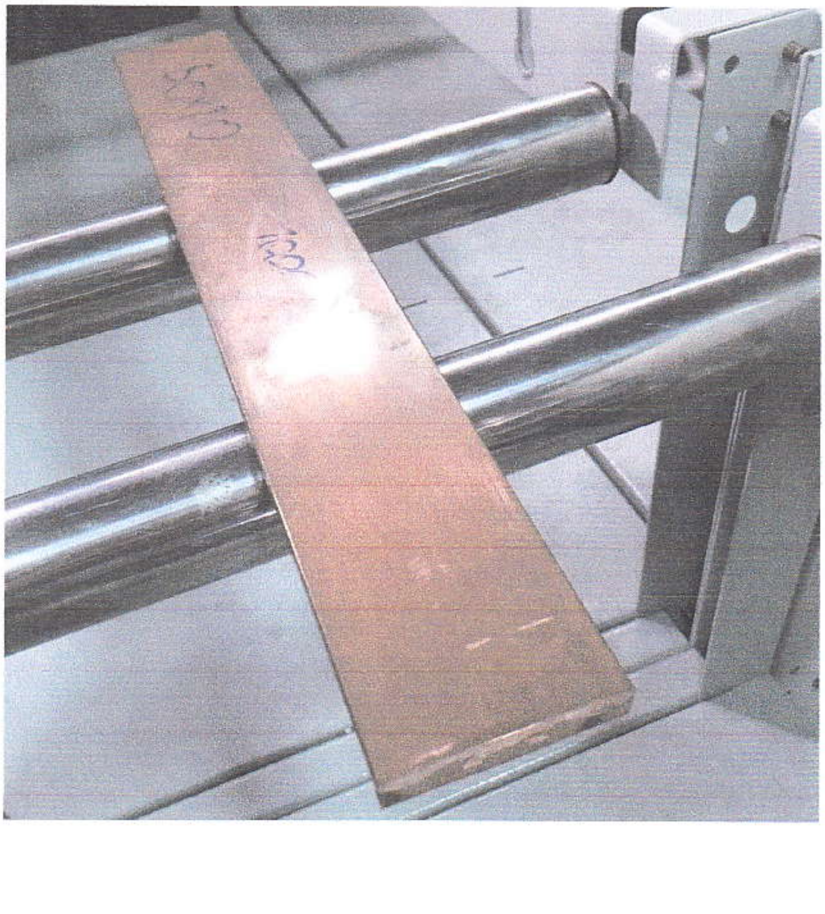

socomec
MULTIS L40
V1 V2 V3
VL-N
VL-L
A
Cos φ
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kWh
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402
399
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50.4
Hz
Esc
Prog
OK
TRUE RMS
M : Max m : Min a : Avg



EG Sheet



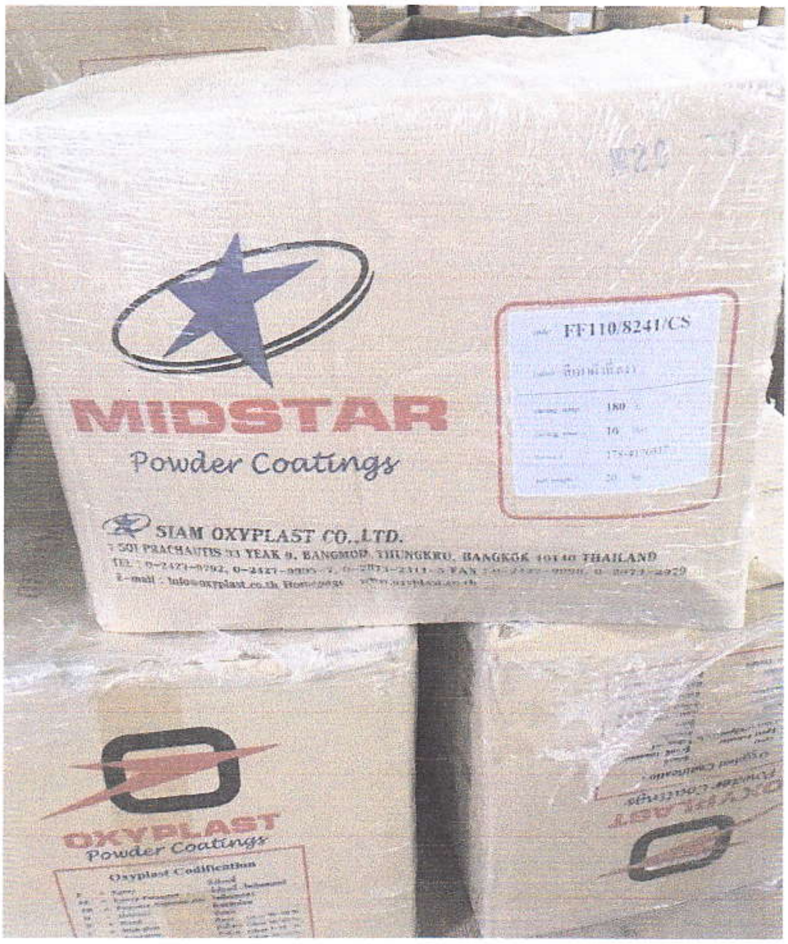
Copper Busbar



PVC Sheet



Epoxy Powder



Super Gathergates Electric Co., Ltd.
Production and Income Statement

Sr. No.	Particular	AU	Year			
			1 + 2	3 + 4	5 + 6	7 + 30
I	Production		12,600	15,120	20,160	25,200
1	Main Switch Board	unit	50	60	80	100
2	Capacitor Bank Panel	unit	50	60	80	100
3	Sub Switch Board	unit	250	300	400	500
4	Meter Panel	unit	350	420	560	700
5	Distribution Board	unit	350	420	560	700
6	Consumer Unit	unit	2,500	3,000	4,000	5000
7	Tap Of Unit	unit	1,500	1,800	2,400	3000
8	Control Panel	unit	350	420	560	700
9	ATS Panel	unit	75	90	120	150
10	Synchronizing Panel	unit	25	30	40	50
11	PV Panel	unit	100	120	160	200
12	Cable Tray	unit	3,500	4,200	5,600	7000
13	Cable Trunking	unit	3,500	4,200	5,600	7000
14	Cable Ladder		3,500	4,200	5,600	7000
15	Standard Enclosure		1,500	1,800	2,400	3000
I-A	Export (20%)		3,520	4,224	5,632	7,040
1	Main Switch Board	unit	10	12	16	20
2	Capacitor Bank Panel	unit	10	12	16	20
3	Sub Switch Board	unit	50	60	80	100
4	Meter Panel	unit	70	84	112	140
5	Distribution Board	unit	70	84	112	140
6	Consumer Unit	unit	500	600	800	1,000
7	Tap Of Unit	unit	300	360	480	600
8	Control Panel	unit	70	84	112	140
9	ATS Panel	unit	15	18	24	30
10	Synchronizing Panel	unit	5	6	8	10
11	PV Panel	unit	20	24	32	40
12	Cable Tray	unit	700	840	1,120	1,400
13	Cable Trunking	unit	700	840	1,120	1,400
14	Cable Ladder	unit	700	840	1,120	1,400
15	Standard Enclosure	unit	300	360	480	600
I-A	Local Sale (80%)		14080.00	16896.00	22528.00	28160.00
1	Main Switch Board	unit	40	48	64	80
2	Capacitor Bank Panel	unit	40	48	64	80
3	Sub Switch Board	unit	200	240	320	400
4	Meter Panel	unit	280	336	448	560
5	Distribution Board	unit	280	336	448	560
6	Consumer Unit	unit	2000	2400	3200	4000
7	Tap Of Unit	unit	1200	1440	1920	2400
8	Control Panel	unit	280	336	448	560
9	ATS Panel	unit	60	72	96	120
10	Synchronizing Panel	unit	20	24	32	40
11	PV Panel	unit	80	96	128	160
12	Cable Tray	unit	2800	3360	4480	5600
13	Cable Trunking	unit	2800	3360	4480	5600
14	Cable Ladder	unit	2800	3360	4480	5600
15	Standard Enclosure	unit	1200	1440	1920	2400

Super Gathergates Electric Co., Ltd.

Production and Income Statement

Sr. No.	Particular	AU	Year			
			1 + 2	3 + 4	5 + 6	7 + 30
I-A	(Sale Price) Export		44,608	45,055	45,501	45,948
1	Main Switch Board	USD	25,000	25,250	25,500	25,750
2	Capacitor Bank Panel	USD	2,800	2,828	2,856	2,884
3	Sub Switch Board	USD	2,800	2,828	2,856	2,884
4	Meter Panel	USD	1,500	1,515	1,530	1,545
5	Distribution Board	USD	450	455	459	464
6	Consumer Unit	USD	250	253	255	258
7	Tap Of Unit	USD	150	152	153	155
8	Control Panel	USD	150	152	153	155
9	ATS Panel	USD	1,500	1,515	1,530	1,545
10	Synchronizing Panel	USD	8,000	8,080	8,160	8,240
11	PV Panel	USD	1,600	1,616	1,632	1,648
12	Cable Tray	USD	36	36	37	37
13	Cable Trunkiug	USD	32	32	33	33
14	Cable Ladder	USD	40	40	41	41
15	Standard Enclosure	USD	300	303	306	309
I-A	Sale Price (Local Sale)					
1	Main Switch Board	Kyat	34,125,000	34,466,250	34,807,500	35,148,750
2	Capacitor Bank Panel	Kyat	3,822,000	3,860,220	3,898,440	3,936,660
3	Sub Switch Board	Kyat	3,822,000	3,860,220	3,898,440	3,936,660
4	Meter Panel	Kyat	2,047,500	2,067,975	2,088,450	2,108,925
5	Distribution Board	Kyat	614,250	620,393	626,535	632,678
6	Consumer Unit	Kyat	341,250	344,663	348,075	351,488
7	Tap Of Unit	Kyat	204,750	206,798	208,845	210,893
8	Control Panel	Kyat	204,750	206,798	208,845	210,893
9	ATS Panel	Kyat	2,047,500	2,067,975	2,088,450	2,108,925
10	Synchronizing Panel	Kyat	10,920,000	11,029,200	11,138,400	11,247,600
11	PV Panel	Kyat	2,184,000	2,205,840	2,227,680	2,249,520
12	Cable Tray	Kyat	49,140	49,631	50,123	50,614
13	Cable Trunking	Kyat	43,680	44,117	44,554	44,990
14	Cable Ladder	Kyat	54,600	55,146	55,692	56,238
15	Standard Enclosure	Kyat	409,500	413,595	417,690	421,785

Annexure - 9C

Super Gathergates Electric Co., Ltd.
Production and Income Statement

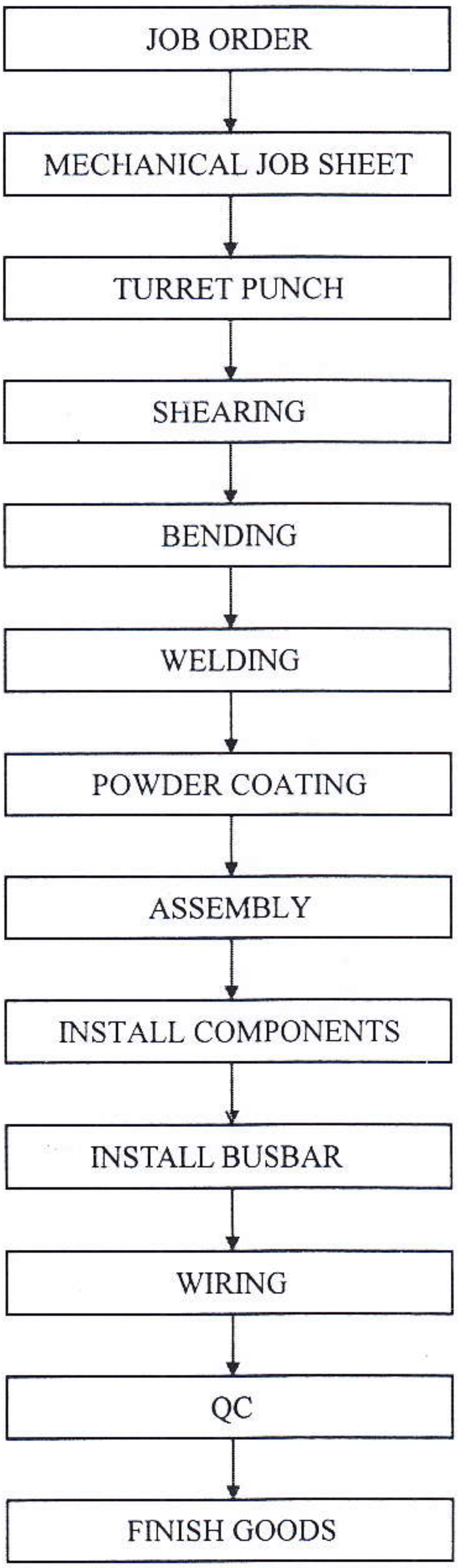
Sr. No.	Particular	AU	Year			
			1 + 2	3 + 4	5 + 6	7 + 30
I-A	Export (Value)		995,100	1,205,718	1,624,944	2,050,510
1	Main Switch Board	USD	250,000	303,000	408,000	515,000
2	Capacitor Bank Panel	USD	28,000	33,936	45,696	57,680
3	Sub Switch Board	USD	140,000	169,680	228,480	288,400
4	Meter Panel	USD	105,000	127,260	171,360	216,300
5	Distribution Board	USD	31,500	38,220	51,408	64,960
6	Consumer Unit	USD	125,000	151,800	204,000	258,000
7	Tap Of Unit	USD	45,000	54,720	73,440	93,000
8	Control Panel	USD	10,500	12,768	17,136	21,700
9	ATS Panel	USD	22,500	27,270	36,720	46,350
10	Synchronizing Panel	USD	40,000	48,480	65,280	82,400
11	PV Panel	USD	32,000	38,784	52,224	65,920
12	Cable Tray	USD	25,200	30,240	41,440	51,800
13	Cable Trunking	USD	22,400	26,880	36,960	46,200
14	Cable Ladder	USD	28,000	33,600	45,920	57,400
15	Standard Enclosure	USD	90,000	109,080	146,880	185,400
I-A	Local Sale (Value)	Kyat	5,433,246,000	6,585,095,736	8,867,060,160	11,192,487,160
1	Main Switch Board	Kyat	1365000000	1654380000	2227680000	2811900000
2	Capacitor Bank Panel	Kyat	152880000	185290560	249500160	314932800
3	Sub Switch Board	Kyat	764400000	926452800	1247500800	1574664000
4	Meter Panel	Kyat	573300000	694839600	935625600	1180998000
5	Distribution Board	Kyat	171990000	208452048	280687680	354299680
6	Consumer Unit	Kyat	682500000	827191200	1113840000	1405952000
7	Tap Of Unit	Kyat	245700000	297789120	400982400	506143200
8	Control Panel	Kyat	57330000	69484128	93562560	118100080
9	ATS Panel	Kyat	122850000	148894200	200491200	253071000
10	Synchronizing Panel	Kyat	218400000	264700800	356428800	449904000
11	PV Panel	Kyat	174720000	211760640	285143040	359923200
12	Cable Tray	Kyat	137592000	166760160	224551040	283438400
13	Cable Trunking	Kyat	122304000	148233120	199601920	251944000
14	Cable Ladder	Kyat	152880000	185290560	249500160	314932800
15	Standard Enclosure	Kyat	491400000	595576800	801964800	1012284000
	Total (1+2)		5,174,520	6,271,176	8,445,760	10,660,116

Company

SUPER GATHERGATES ELECTRIC Co., Ltd

Title

MANUFACTURING PANEL PROCESS



Company

SUPER GATHERGATES ELECTRIC Co., Ltd

Title

MANUFACTURING CABLE TRAY PROCESS

JOB ORDER

↓

MECHANICAL JOB SHEET

↓

TURRET PUNCH

↓

SHEARING

↓

BENDING

↓

POWDER COATING

↓

ASSEMBLY

↓

QC

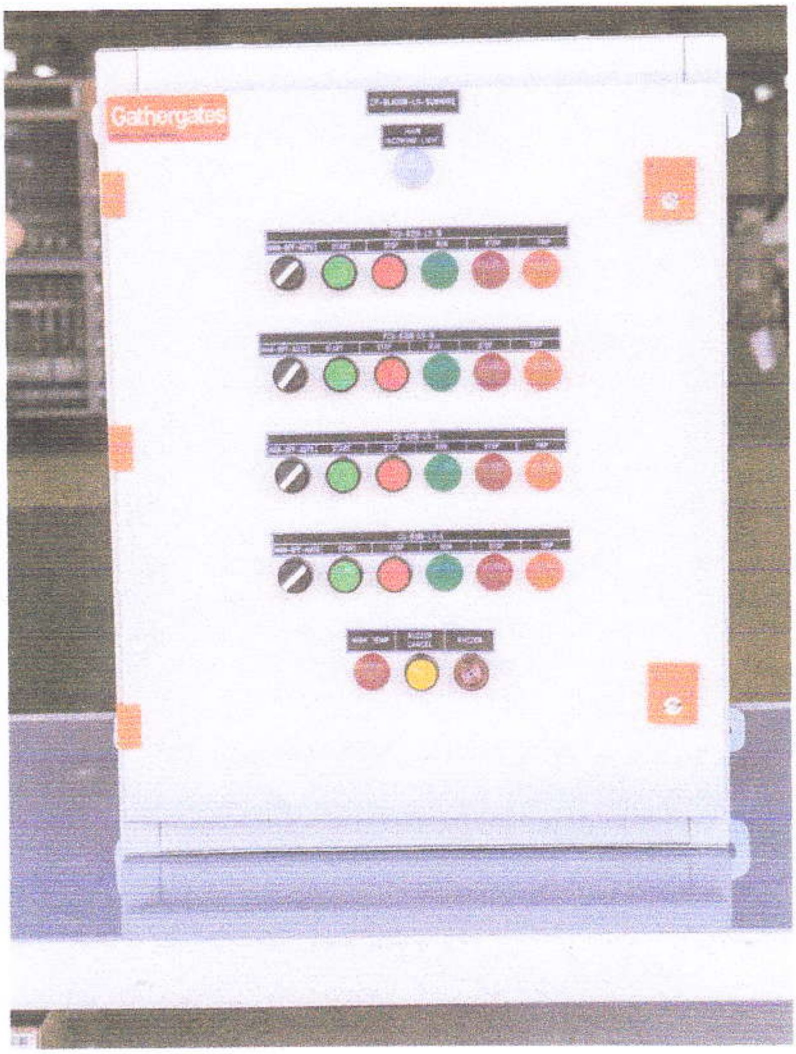
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FINISH GOODS

Cable Trunking



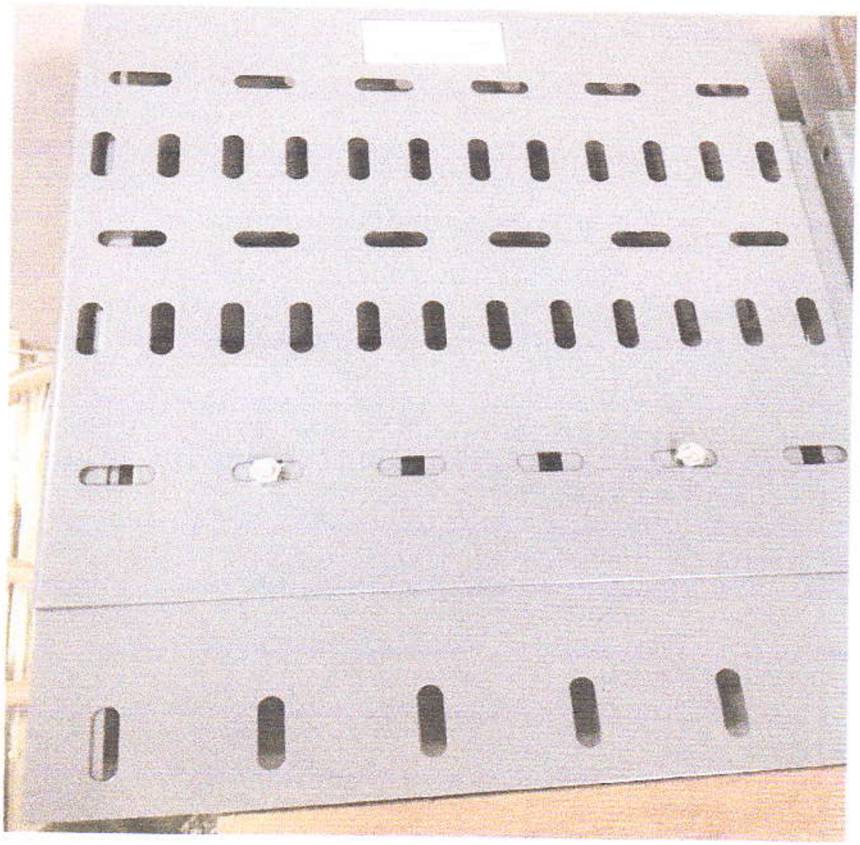
Control Panel



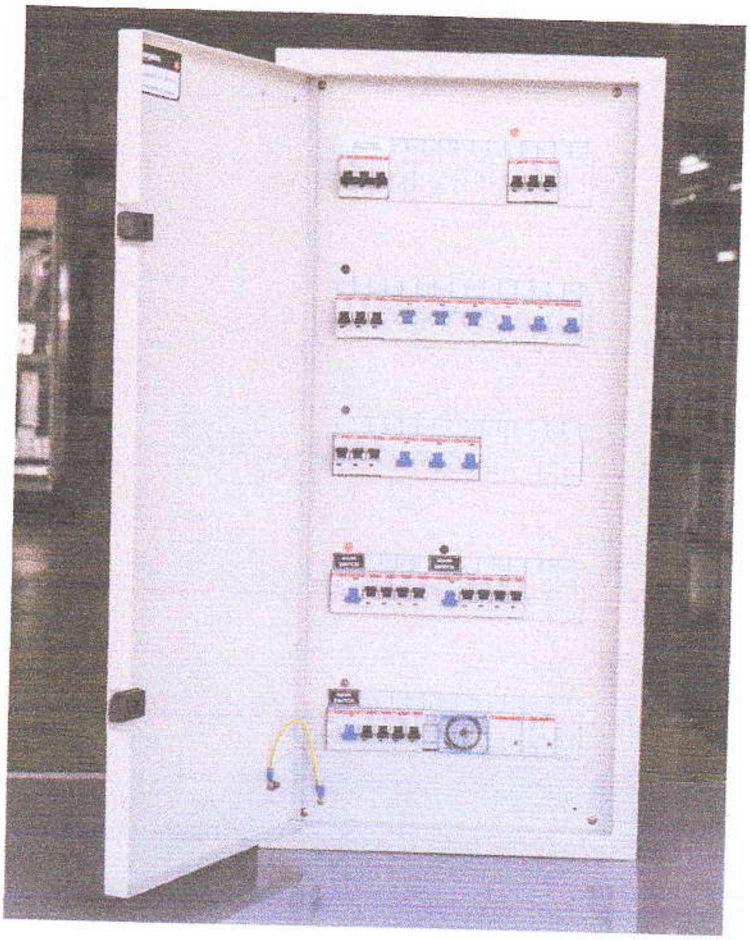
Cable Ladder



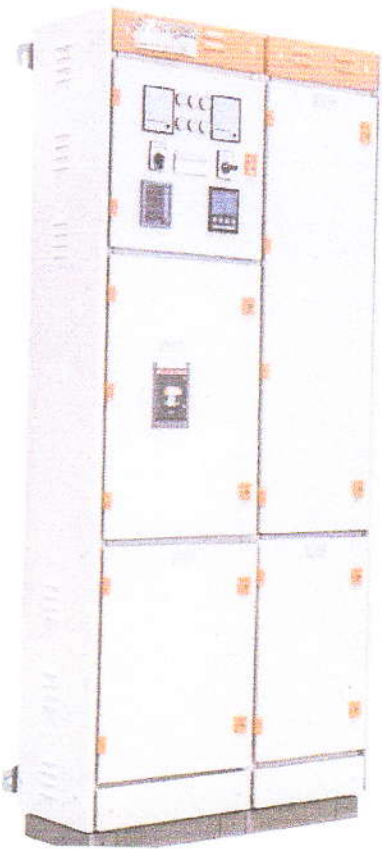
Cable Tray



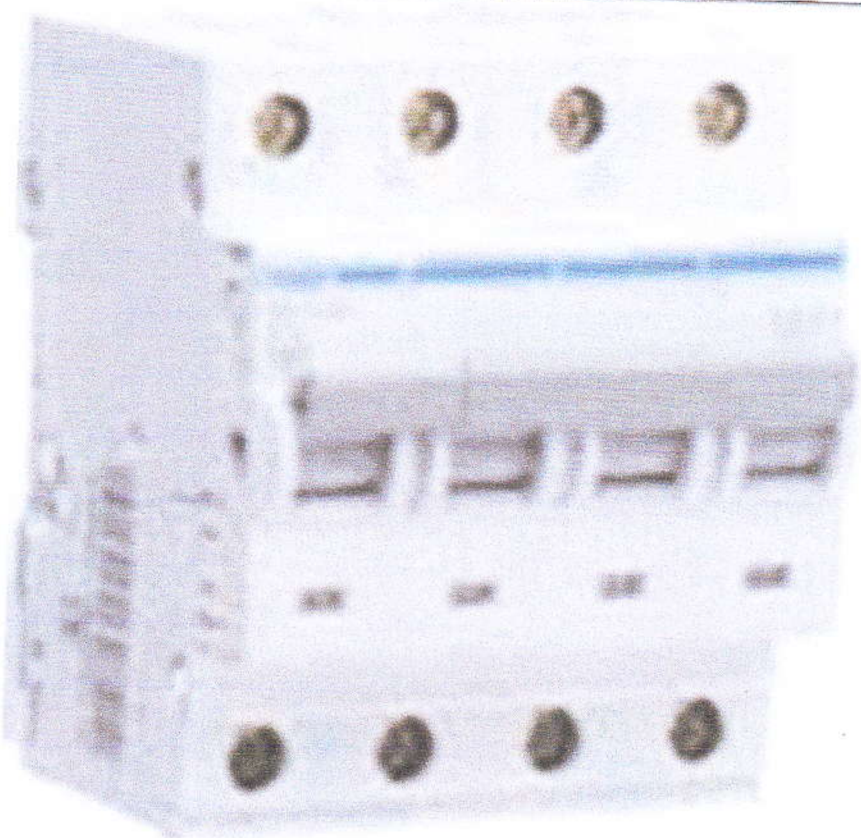
Consumer Unit



Distribution Board



Main Switch Board



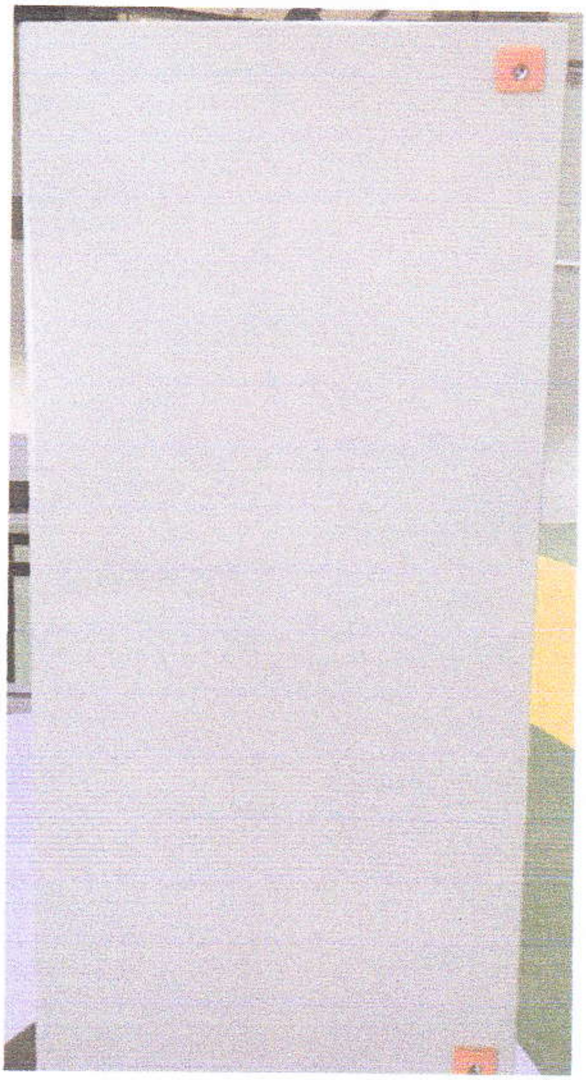
Meter Panel



PV Panel



Standard Enclosure



Synchonizing Panel



Tap Of Unit



Super Gathergates Electric Co., Ltd.
Profit & Loss Statement (schedule - 1)

......in thousand

Sr. No.	Particulars	Year 1			Year 2			Year 3		
		US$	Ks.	Tot. US$	US$	Ks.	Tot. US$	US$	Ks.	Tot. US$
I	**Sale Income**	**995**	**5,433,246**	**5,174**	**995**	**5,433,246**	**5,174**	**1,206**	**6,585,096**	**6,271**
1	Export	995		995	995		995	1.206		1.206
2	Local Sale		5.433.246	4.179		5.433.246	4.179		6.585.096	5.065
II	**Expenditure**	**3904**	**853509**	**4561**	**3904**	**852002**	**4560**	**4742**	**981788**	**5497**
1	Salary		140.880	108		140.880	108		141.840	109
2	Raw Material	3478		3.478	3478		3.478	4306		4.306
3	Electricity		7.650	6		7.650	6		10.770	8
4	Selling & Distribution		54.332	42		54.332	42		65.851	51
5	Fuel		12.750	10		12.750	10		13.260	10
6	Commercial Tax		271.662	209		271.662	209		329.255	253
7	Repair & Maintenance		11.307	9		11.307	9		11.307	9
8	Insurance		7.538	6		6.030	5		4.523	3
9	Land Lease	144		144	144		144	144		144
10	Depreciation	232	75.728	290	232	75.728	290	232	75.728	290
11	Others	50	271.662	259	50	271.662	259	60	329.255	314
III	**Gross Profit**	**-2908.55**	**4,579,737**	613	**-2908.55**	**4,581,244**	614	**-3536.14**	**5,603,308**	774
IV	**Income Tax**									
V	**Net Profit**	**-2908.55**	**4,579,737**	613	**-2908.55**	**4,581,244**	614	**-3536.14**	**5,603,308**	774
VI	**C.S.R 2%**			12			12			15

Remark; Income Tax 25 % on Gross Profit and Exchange Rate US$ 1 = Ks 1300

Super Gathergates Electric Co., Ltd.
Profit & Loss Statement (schedule - 2)

......in thousand

Sr. No.	Particulars	Year 4			Year 5 to 6			Year 7 to 10		
		US$	Ks.	Tot. US$	US$	Ks.	Tot. US$	US$	Ks.	Tot. US$
I	**Sale Income**	**1206.00**	**6,585,096**	**6,271**	**1625.00**	**8,867,060**	**8,446**	**2,051**	**11,192,487**	**10,661**
1	Export	1,206		1,206	1,625		1,625	2,051		2,051
2	Local Sale		6,585,096	5,065		8,867,060	6,821		11,192,487	8,610
II	**Expenditure**	**4742**	**981788**	**5497**	**6311**	**1274819**	**7291**	**8776**	**1477213**	**9913**
1	Salary		141,840	109		181,920	140		199,800	154
2	Raw Material	4306		4,306	5854		5,854	8298		8,298
3	Electricity		10,770	8		12,450	10		16,350	13
4	Selling & Distribution		65,851	51		88,671	68		111,925	86
5	Fuel		13,260	10		13,515	10		13,770	11
6	Commercial Tax		329,255	253		443,353	341		559,624	430
7	Repair & Maintenance		11,307	9		11,307	9		11,307	9
8	Insurance		4,523	3		4,523	3		4,523	3
9	Land Lease	144		144	144		144	144		144
10	Depreciation	232	75,728	290	232	75,728	290	232	290	232
11	Others	60	329,255	314	81	443,353	422	103	559,624	533
III	**Gross Profit**	-3536	5,603,308	774	-4686	7,592,241	1,155	-6725	9,715,274	748
IV	**Income Tax**			194			289			187
V	**Net Profit**	-3536.14	5,603,308	580	-4686.07	7,592,241	866	-6725.14	9,715,274	561
VI	**C.S.R 2%**			12			17			11

Remark; Income Tax 25 % on Gross Profit and Exchange Rate US$ 1 = Ks. 1300

Super Gathergates Electric Co., Ltd.
Profit & Loss Statement (schedule - 3)

......in thousand

Sr. No.	Particulars	Year 11			Year 12			Year 13 to 30		
		US$	Ks.	Tot. US$	US$	Ks.	Tot. US$	US$	Ks.	Tot. US$
I	**Sale Income**	**2051.00**	**11,192,487**	**10,661**	**2051.00**	**11,192,487**	**10,661**	**2,051**	**11,192,487**	**10,661**
1	Export	2,051		2,051	2,051		2,051	2,051		2,051
2	Local Sale		11,192,487	8,610		11,192,487	8,610		11,192,487	8,610
II	**Expenditure**	**8544**	**1476923**	**9681**	**8544**	**1476923**	**9681**	**8544**	**1476923**	**9681**
1	Salary		199,800	154		199,800	154		199,800	154
2	Raw Material	8298		8,298	8298		8,298	8298		8,298
3	Electricity		16,350	13		16,350	13		16,350	13
4	Selling & Distribution		111,925	86		111,925	86		111,925	86
5	Fuel		13,770	11		13,770	11		13,770	11
6	Commercial Tax		559,624	430		559,624	430		559,624	430
7	Repair & Maintenance		11,307	9		11,307	9		11,307	9
8	Insurance		4,523	3		4,523	3		4,523	3
9	Land Lease	144		144	144		144	144		144
10	Depreciation		-	-		-	-		-	-
11	Others	103	559,624	533	103	559,624	533	103	559,624	533
III	**Gross Profit**	**-6493.47**	**9,715,564**	**980**	**-6493.47**	**9,715,564**	**980**	**-6493.47**	**9,715,564**	**980**
IV	**Income Tax**			**245**			**245**			**245**
V	**Net Profit**	**-6493.47**	**9,715,564**	**735**	**-6493.47**	**9,715,564**	**735**	**-6493.47**	**9,715,564**	**735**
VI	**C.S.R 2%**			**15**			**15**			**15**

Remark; Income Tax 25 % on Gross Profit and Exchange Rate US$ 1 = Ks. 1300

Super Gathergates Electric Co., Ltd.

Local Staff List

Kyat in Thousand

Sr. No.	Position	No.of Staff		Salary / Month				Salary / Year			
		Year 1 to 4	Year 5 to 30	Year 1 to 2	Year 3 to 4	Year 5 to 6	Year 7 to 30	Year 1 to 2	Year 3 to 4	Year 5 to 6	Year 7 to 30
	Local										
1	General Manager	1	1	600.000	650.000	700.000	800.000	7.200.000	7.800.000	8.400.000	9.600,000
2	Export/Import Manager	1	1	300.000	325.000	350.000	350.000	3.600.000	3.900.000	4.200.000	4.200,000
3	Factory Manager	1	1	400.000	425.000	450.000	460.000	4.800.000	5.100.000	5.400.000	5.520.000
4	HR Manager	1	1	400.000	425.000	450.000	460.000	4.800.000	5.100.000	5.400.000	5.520.000
5	Accountant	1	1	200.000	210.000	230.000	250.000	2.400.000	2,520.000	2.760.000	3.000.000
6	Engineer	4	4	300.000	330.000	360.000	400.000	14.400.000	15.840.000	17.280.000	19.200.000
7	Office Staff	4	4	150.000	160.000	180.000	200.000	7.200.000	7,680,000	8.640.000	9.600.000
8	Store Keeper	2	2	150.000	160.000	180.000	200.000	3.600.000	3.840.000	4.320.000	4.800.000
9	Supervisor	2	2	160.000	17.000	190.000	210.000	3.840.000	408.000	4.560.000	5.040.000
10	Skill Worker (Installation)	15	19	150.000	160.000	180.000	200.000	27.000.000	28.800.000	41.040.000	45.600.000
11	Skill Worker (Metal Febrication)	18	21	150.000	160.000	180.000	200.000	32.400.000	34.560.000	45.360.000	50.400.000
12	Panel QC	2	2	150.000	160.000	180.000	200.000	3.600.000	3.840.000	4.320.000	4,800.000
13	Security	3	3	130.000	140.000	150.000	160.000	4.680.000	5.040.000	5.400.000	5.760.000
14	General Worker	10	10	130.000	140.000	150.000	160.000	15.600.000	16,800.000	18.000.000	19.200.000
15	Driver	3	3	160.000	17.000	190.000	210.000	5.760.000	612.000	6.840.000	7,560.000
	Total	**68**	75					**140,880,000**	**141,840,000**	**181,920,000**	**199,800,000**

Foreign Staff

1	Technician (Part Time)	3	(Remark: There is no remuneration except food & building.)

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4

PRIVATE & CONFIDENTIAL

__________ 2017

BETWEEN

(1) GATHERGATES (MYANMAR) PTE LTD

AND

(2) GREAT MERITS COMPANY LIMITED

SHAREHOLDERS' AGREEMENT

CONTENTS

SHAREHOLDERS' AGREEMENT

THIS AGREEMENT is made on ____________ 2017 between:

(1) **GATHERGATES (MYANMAR) PTE LTD** (Company Registration No. 201628028E), a limited company organised and existing under the laws, rules and regulations of the Republic of Singapore, with its registered address at 29 Tai Seng Avenue #03-01, Natural Cool Lifestyle Hub, Singapore 534119 (hereinafter referred to as "Gathergates M", which expression shall unless repugnant to the context or the meaning thereof, be deemed to include its successors legal representative and permitted assigns) represented for the purpose of this Agreement by Chia Puay Hwee, Chief Executive Officer, of the one part;

AND

(2) **GREAT MERITS COMPANY LIMITED,** (Company Registration No. 5432/2013-2014), a limited company organised and existing under the laws, rules and regulations of the Republic of the Union of Myanmar, with its registered address at No. 7, Yadanar Mon (2) Street, No. 4 Ward, Hlaing Township, Yangon, Myanmar (hereinafter referred to as "Customer", which expression shall unless repugnant to the context or the meaning thereof be deemed to its successors, legal representatives and permitted assigns) represented for the purpose of this Agreement by Yu Yu Win, Managing Director, of the second part.

Gathergates M, and Great Merits are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

(A) Gathergates M and Great Merits wish to participate in the establishment and operation of a company (the "**Company**") to be incorporated in the Republic of the Union of Myanmar ("**Myanmar**"), to carry on the business of manufacturing and trading of switchgear in Myanmar and to engage in all such activities as may be incidental thereto.

(B) Gathergates M and Great Merits have agreed to enter into this Agreement to give effect to their intentions and to record and regulate the affairs of the Company and their respective rights as Parties and/or the rights of Gathergates M and Great Merits as shareholders of the Company in the spirit of mutual confidence and co-operation.

NOW IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definition

'**Articles of Association**' means the Articles of Association of the Company for the time being, as amended, modified or supplemented from time to time;

'**Auditors**' means the auditors for the time being of the Company where applicable:

'**Board**' means the board of directors for the time being of the Company where applicable:

'**Business**' shall have the meaning ascribed to it in **sub-Clause 6.1**:

'**Business Day**' means any day on which the banks in **Myanmar** are open for business excluding Saturdays. Sundays and public holidays:

'**Company**' means the entity to be set up in the Republic of the Union of Myanmar by Gathergates M and Great Merits in accordance with **sub-Clause 0**:

'**Constitution**' means the constitution of Gathergates M for the time being as amended. modified or supplemented from time to time:

'**Director**' means any director for the time being of the Company where applicable including any alternate director:

'**Gathergates Products**' means the products manufactured by Gathergates M and/or its related companies and supplied to the Company for the sale by the Company in Myanmar;

'**Listing**' shall have the meaning ascribed to it in **sub-Clause 16.1**:

'**Memorandum of Association**' means the Memorandum of Association of the Company for the time being:

'**MMK**' means Myanmar Kyat being the lawful currency of the Republic of the Union of Myanmar;

'**Myanmar**' means the Republic of the Union of Myanmar:

'**Parties**' means Gathergates M and Great Merits and '**Party**' refers to each of them:

'**Products**' means the switchgear products manufactured by the Company for sale in Myanmar;

'**Shareholders**' means Gathergates M and Great Merits and any other person or persons holding any Shares in the Company who shall have executed a deed of ratification and accession pursuant to **sub-Clause 9.8** and '**Shareholder**' refers to each of them:

'**Shareholding Proportion**' means, in relation to each Shareholder. the proportion as is equal to the proportion in which the number of Shares for the time being registered

in the name of such Shareholder, bears to the total number of issued Shares held by the Shareholder, as the case may be;

'**Shares**' means ordinary shares in the capital of the Company;

'**Singapore Dollars**' and 'S$' mean the lawful currency of the Republic of Singapore;

'**US Dollars**' and "US$" mean the lawful currency of the United States of America; and

'**Warranties**' means the representations and warranties on the part of the respective Parties as set out in **Clause 3**.

1.2 Interpretation

1.2.1 The expression '**this Agreement**' or any similar expression shall mean this present and any supplemental written agreement as may be in force from time to time or at any time, and such document as from time to time amended, modified, supplemented, extended, replaced or novated.

1.2.2 Any reference in this Agreement to '**Clauses**' are to the clauses of this Agreement.

1.2.3 The headings to the Clauses in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.

1.2.4 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders.

1.2.5 The expression '**person**' shall be construed as including individuals, bodies corporate, an authority, a partnership and a trust as the case may be.

1.2.6 Where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

1.2.7 The recitals form an integral part of this Agreement and references to '**this Agreement**' shall include the recitals.

2 CONDITIONS PRECEDENT

2.1 Approvals

This Agreement is, and the obligations of the Parties hereunder are, conditional upon:

(a) the approval, on or before 30 June 2017, by the board of directors of Gathergates M and Great Merits respectively, approving, *inter alia*, the entry

into this Agreement and the performance of the transactions and obligations under this Agreement by Gathergates M and Great Merits on the terms and conditions contained herein; and

(b) there being no governmental or court act, decree or order of any applicable jurisdiction being issued or enacted which in the reasonable view of the Parties may materially hinder, limit or restrict that transactions contemplated under this Agreement or the performance by the Parties of their obligations under this Agreement; and

(c) all other necessary governmental, regulatory and other approvals and / or consents which may be required in connection with this Agreement having been obtained on or before 30 June 2017 (or such other date as the Parties may agree) and not having been revoked or amended and, where such approval is subject to conditions, such conditions being acceptable to the Parties and, to the extent that such conditions are required to be fulfilled on or before a certain date, they are so fulfilled.

2.2 Best Endeavours

The Parties shall use their best endeavours to secure the satisfaction of the condition precedents referred to in **sub-Clause 2.1**. If such conditions are not satisfied by 30 June 2017 (or such other date as the Parties may agree in writing) then this Agreement shall terminate and none of the Parties shall have any claim against the other for any loss, damages, compensation or otherwise except in respect of a breach by any of the Parties of its obligations under this **sub-Clause 2.2.**

3 REPRESENTATIONS AND WARRANTIES

Each of the Parties represents and warrants to and for the benefit of the other as follows:

(a) Gathergates M represents that it is a company duly incorporated and validly existing under the laws of Singapore;

(b) Great Merits represents it is a company duly incorporated and validly existing under the laws of Myanmar;

(c) it has the full power and authority to sign and deliver this Agreement and to exercise all its rights and perform all its obligations under this Agreement and has taken all necessary corporate actions to authorise its entry into this Agreement and the exercise of its rights and the performance of its obligations under this Agreement;

(d) this Agreement and all such other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby constitutes

its valid and legally binding obligation, enforceable in accordance with its terms;

(e) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents from third parties) in order to (i) enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Agreement and (ii) ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done: and

(f) neither the signing and delivery of this Agreement nor compliance with the terms and provisions hereof will conflict with, or result in a breach of, (i) its Constitution or Memorandum and Articles of Association, (ii) any applicable law or regulation, (iii) any order, writ, injunction or decree of any court or governmental authority or agency, or (iv) any agreement or instrument to which it is a party or by which it is bound.

4 FORMATION OF THE COMPANY

4.1 Procure Incorporation Of The Company

Subject to the terms and conditions of this Agreement the Parties shall procure as soon as practicable the formation and incorporation in Myanmar of a private company limited by shares and Parties shall agree on the name of such Company.

5 SHARE CAPITAL OF THE COMPANY

5.1 Share Capital

The Company shall have an authorised share capital of US$15,000,000 consisting of 15,000,000 Shares of US$1 par value.

5.2 Shareholder Proportion

The Shares shall be held by the Shareholders in the following proportions (expressed as a percentage of such issued and paid up share capital) so long as the issued and paid up capital of the Company remains at US$1,000,000. The Shareholders shall contribute to the paid-up capital of the Company in proportion to their Shareholding Proportion, as follows:

Shareholder	Percentage (%) ("Shareholding Proportion")	Amount of initial capital injection (US$)

Gathergates M	50	500,000
Great Merits	50	500,000

6 BUSINESS OF THE COMPANY

6.1 Primary Business

The Parties agree that the Company shall carry on the manufacture of switchgear in Myanmar. Products manufactured by the Company can only be sold in Myanmar and not in any other jurisdictions unless prior written approval is obtained from Gathergates M (**"Business"**).

7 POWERS OF PARTIES IN RELATION TO THE COMPANY

7.1 Powers To Exercise

In consideration of the mutual obligations of the Parties herein contained, and except as the Parties may otherwise agree in writing or save as otherwise provided or contemplated in this Agreement, each of the Parties shall exercise their powers in relation to the Company so as to ensure that:

(a) the Company carries on its business and conducts its affairs in a proper and efficient manner and for its own benefit;

(a) the Company, and the Directors appointed by that Party, will comply strictly and expeditiously with the provisions of this Agreement;

(b) the business of the Company shall be carried on pursuant to the policies set out herein or laid down from time to time by the Board, which shall hold board meetings in accordance with **sub-Clause 8.2**;

(a) the Company shall cause to be kept full and proper accounting records relating to the business, undertaking and affairs of the Company which records shall be made available at all reasonable times for inspection by the Directors by prior appointment during office hours;

(b) the Company shall prepare annual accounts, in each case in accordance with generally accepted accounting principles and in compliance with all applicable legislation in respect of each accounting reference period, and shall procure that such accounts are audited as soon as practicable and shall supply copies of the same both in draft and final form, to each of the Shareholders immediately upon their issue;

(c) the Company shall do all that the auditors of the Company may reasonably require by way of keeping records and accounts and provide the auditors with all such information and explanations as they may reasonably require and otherwise assist the auditors in all reasonable ways;

(d) if the Company requires any approval, consent or license for the carrying on of its business in the places and in the manner in which it is for the time being carried on or proposed to be carried on, the Company will use its best endeavours to maintain the same in full force and effect; and

(e) the Company shall prepare and provide to each of the Shareholders monthly management accounts in accordance with the Singapore Financial Reporting Standards and operating statistics and such other financial information in such form as the Board may agree to keep each of the Shareholders properly informed about the business of the Company and generally to protect their interest.

7.2 Reasonable And Proper Means

Gathergates M and Great Merits shall use all reasonable and proper means in its power to maintain, improve and extend the business, of the Company and to further the reputation and interests of the Company.

8 MANAGEMENT AND ADMINISTRATION OF THE COMPANY

8.1 Board Of Directors

8.1.1 Duties Of Board

The business and affairs of the Company shall be managed by the Board for the time being of the Company in accordance with this Agreement and the Articles of Association of the Company. The Directors shall act in the interests of the Company and shall at all times act in a fair and reasonable manner.

8.1.2 Number Of Directors

The Board shall consist of up to four (4) Directors, of whom:

(a) Gathergates M shall be entitled to appoint up to two (2) persons as Directors and to remove any person so appointed;

(b) Great Merits shall be entitled to appoint up to two (2) persons as Directors and to remove any person so appointed.

8.1.3 Qualification of Director

A Director of the Company is not required to be a shareholder of the Company, whether directly or indirectly.

8.1.4 Appointment and Removal of Directors

The right of appointment of Directors by each Shareholder includes the power to fix the period of their appointment and the right to propose the removal at any time and from time to time from such appointment of any such person appointed pursuant to the right of nomination exercised by them.

Pursuant to **sub-Clause 8.1.2**, the Parties are entitled at any time to remove any of the Directors it has appointed, with or without cause, and to replace him with another person. Each Party shall indemnify the Company and the other Parties from and against any actions, claims, liabilities, losses, damages, costs and expenses which they may suffer or incur as a result of or in connection with the removal of any Directors appointed by it.

Whenever a Director for any reason ceases to be a Director, the Shareholder which appointed such Director shall be entitled forthwith to appoint another Director to replace him.

The Directors of the Company shall not be required to hold any specified share qualification and shall not be shareholders of the Company.

8.1.5 Procedure For Appointment And Removal

Every appointment or removal of a Director pursuant to this **Clause 8** shall be in writing and signed by or on behalf of the Party appointing or removing such Director and shall be delivered to the Company Secretary at least fourteen (14) days prior to the effective date of appointment or removal of such Director.

Any appointment or removal of a Director shall take effect from the date when the notice is first received by the company secretary of the Company or on such date as specified in the notice, whichever is later. In order to give effect to this **Clause 8**, each Shareholder shall exercise all of its voting rights from the time being in the Company to enable such Directors to be appointed.

8.1.6 Chairman

The first Chairman of the Board shall be one of the Directors appointed by Great Merits for a duration of two (2) years. Thereafter, the role of Chairman shall rotate every two (2) years between an appointed director of Gathergates M and Great Merits, provided that the party hold at least 40% of the issued ordinary shares of the Company throughout the period of appointment.

8.1.7 Alternate Director

A Director shall be entitled at any time and from time to time to appoint any person to act as his alternate and to terminate the appointment of such person and in that connection the provisions of the Articles of Association of the Company shall be complied with. Such alternate director shall be entitled while holding office as such to receive notices of meetings of the Board and to attend and vote as a Director at any such meetings at which the Director appointing him is not present and generally to exercise all the powers, rights, duties and authorities and to perform all functions of his appointee as the Director appointing him. Further, such alternate director shall be entitled to exercise the vote of the Director appointing him at any meetings of the Board. If such alternate director shall himself be a Director or at any meeting of the Board represents more than one Director, such alternate director shall be entitled to one vote as a Director and one vote for every Director he represents.

8.2 Board Meeting

8.2.1 Meetings of Directors

Meetings of the Board shall be held at such times as the Board shall determine, but no less than once every three (3) months. Provided that, unless otherwise agreed by the Parties, a meeting of the Board shall be held at least once in every three (3) months. Not less than fourteen (14) days' notice (where the meeting is to be held in Myanmar) and not less than twenty-one (21) days' notice (where the meeting is to be held outside Myanmar) (or such shorter period of notice in respect of any particular meeting as may be agreed unanimously by all Directors) specifying the date, place, and time of the meeting and the business to be transacted thereat shall be given to all Directors. Directors may participate in a meeting through the use of video conferencing, conference telephone or similar telecommunications equipment and such Directors shall be considered present in person so long as all Directors participating in such meeting can hear one another. The minutes of any such meeting involving the use of video conferencing, conference telephone or similar telecommunications equipment shall be recorded and circulated to all Directors present at such meeting within a period of fourteen (14) days after such meeting.

8.2.2 Quorum

The quorum for all meetings of the Directors (other than an adjourned meeting) shall be two (2) Directors present throughout the meeting which must include one (1) Director nominated by Great Merits and one (1) Director nominated by Gathergates M. If no quorum is present a meeting of the Board within half an hour of the time appointed for that meeting, then that meeting shall stand adjourned to the day which is 7 days from the date appointed for that meeting, at the same time and place. When the

adjourned meeting is convened, any four (4) Directors present in person or by an alternate, shall form a quorum.

8.2.3 Voting

Subject to **sub-Clause 8.2.4** below, all resolutions of the Directors shall be passed by a simple majority of votes of the Directors present and voting.

8.2.4 Resolutions In Writing

A resolution in writing of the Directors shall be as valid and effectual as if it had been a resolution passed at a meeting of the Board duly convened and held if the resolution is signed in support thereof by a majority of the Directors for the time being.

8.2.5 Shareholder Approval

The Parties shall procure that the Directors nominated by them shall not carry into effect any of the actions of the Company specified in **sub-Clause 8.3.2** unless in accordance with **sub-Clause 8.3.2**.

8.3 Meetings of Shareholders

8.3.1 Quorum

No action of the Company shall be taken at any general meeting of the Company unless a quorum of Shareholders is present throughout the meeting. The quorum for all meetings of Shareholders (including an adjourned meeting) shall be two (2) Shareholders. The Shareholders agree that, other than a resolution relating to any of the actions of the Company and other matters referred to in **sub-Clause 8.3.2**, all questions arising at a general meeting of the Shareholders shall, unless otherwise required by applicable law, be decided by a simple majority of the Shareholders present and voting.

8.3.2 Where Specific Approval Required

The Shareholders agree that none of the following actions of the Company shall be taken by the Company unless approved in general meeting by a resolution passed by each of Gathergates M and Great Merits through their respective corporate representatives or if the matter is to be decided by the Board, the approval of at least three (3) Directors:

(a) the long term, annual production and sales plans of the Company;

(b) the approval of the Company's annual budget, periodic budget, audited accounts and annual report;

(c) the incurring by the Company of unbudgeted investments or any capital expenditure or entering into any capital commitment in excess of US$20,000;

(d) the conclusion, amendment or discontinuance of any major non-trade related contracts or arrangements entered into by the Company with any third party where the consideration exceeds US$20,000;

(e) any change of the authorised or issued share capital of the Company (including, without prejudice to the generality of the foregoing, the alteration, increase, allotment, issue, purchase, redemption, cancellation, consolidation, sub-division, conversion or reduction of all or any part of the share capital of the Company, or the creation or issue of any other interest or rights in the capital of the Company or the variation of any rights attaching to any shares (whether voting or non voting) of the Company) or any grant of any option over the unissued share capital of the Company;

(f) the sale, transfer or other disposal of the whole or any substantial part of the undertaking, business, property or assets of the Company with value above US$20,000;

(g) any amendment to any provision of the Memorandum and Articles of Association of the Company;

(h) the declaration, payment and distribution of any dividends or other distributions (whether in cash or specie);

(i) any amendment to the dividend policy set out in **Clause 13**;

(j) the giving of any guarantees or indemnities or performance bonds or any other form of security which are non-trade related to any third party;

(k) any borrowings and / or the obtaining of credit facilities by the Company and the terms thereof;

(l) the creation of any mortgage, charge or other encumbrances on the assets of the Company which is valued above US$20,000;

(m) the appointment or change of the Company Secretary and Auditors of the Company;

(n) commencing or defending legal matters for claims above US$20,000;

(o) the entry by the Company into any contracts or arrangements with any Shareholder and / or Director and the amendment or termination of any such contracts or arrangements:

(p) conclusion of sales contracts and agreements with value above US$500,000;

(q) issuance of purchase orders with value above US$100,000;

(r) opening and closing of bank accounts and alternation of bank signatories;

(s) the incorporation of any subsidiary or the establishment of any representative office or branch;

(t) the issue or allotment of or agreement to issue or allot any shares (whether voting or non-voting) or debenture or other securities convertible into shares (whether voting or non-voting) or other debenture or other securities or capital of the Company in whatever form and upon whatever terms;

(u) the liquidation, dissolution, reorganisation, restructuring, merger or amalgamation of the Company;

(v) the entry by the Company into any joint ventures or partnerships or any other profit sharing agreement;

(w) the appointment and removal and the terms of employment of the Managing Director or Chief Executive Officer of the Company;

(x) any payment of any Directors' fees or other remuneration whatsoever to any of the Directors of the Company and the adoption of any policies in connection therewith; and

(y) any other matters which would materially affect the operations of the Company.

8.4 Exercise Of Voting Rights

Each Shareholder undertakes as follows:

(a) to exercise all voting rights and powers of control available to it in relation to the Company so as to give full effect to the terms and conditions of this Agreement including, where appropriate, the carrying into effect of such terms as if they were embodied in the Memorandum and Articles of Association of the Company;

(b) to procure that the Directors nominated by it and its other representatives will support and implement all reasonable proposals put forward at Board and other

meetings of the Company for the proper development and conduct of the Business as contemplated in this Agreement and to procure that all third parties directly or indirectly under its control shall refrain from acting in a manner which will hinder or prevent the Company from carrying on the Business in a proper and reasonable manner; and

(e) generally to use its best endeavours to promote the Business and the interests of the Company.

9 TRANSFER OF THE COMPANY'S SHARES

9.1 Transfer Only In Accordance With This Clause

Subject to **sub-Clause 9.8** below, no Shareholder shall transfer Shares held by it in the capital of the Company or otherwise sell, dispose or deal with all or any part of its interest in such Shares otherwise than in accordance with the provisions of the Articles of Association and unless and until the rights of pre-emption and rights of first refusal conferred by this **Clause 9** have been exhausted or waived.

9.2 Notice Of Transfer By Shareholder And Price

The Transferor shall give to the Company notice in writing of such desire (a '**Transfer Notice**'). Subject as hereinafter mentioned, a Transfer Notice shall constitute the Company the Transferor's agent for the sale of the Share or Shares specified therein (the '**said Shares**') in one or more lots at the discretion of the Directors to the Shareholders other than the Transferor at a price equal to the net assets value of the Company at the date of the Transfer Notice. A Transfer Notice shall not be revocable except with the sanction of the Directors.

9.3 Company To Give Notice

Upon the price being determined as aforesaid, the Company shall forthwith by notice in writing inform each Shareholder, other than the Transferor, of the number and price of the said shares and invite each such Shareholder to apply in writing to the Company within fourteen (14) days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the said Shares (being all or any thereof) as it shall specify in such application.

9.4 Allocation To Shareholders Applying

If the Shareholders apply for all or (except where the Transfer Notice provides otherwise) any of the said Shares within the said period of fourteen (14) days, the Directors shall allocate the said Shares (or so many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata (as nearly as

possible) according to the number of Shares in the Company of which they are registered or unconditionally entitled to be registered as holders, provided that no applicant shall be obliged to take more than the maximum number of Shares specified by it as aforesaid. The Company shall forthwith give notice of such allocations (hereinafter called an '**Allocation Notice**') to the Transferor and to the Shareholders to whom the said Shares have been allocated and shall specify in such Allocation Notice the place and time (being not earlier than fourteen (14) and not later than ninety (90) days after the date of the notice) at which the sale of the said Shares so allocated shall be completed.

9.5 Transferor Bound By Allocation Notice

The Transferor shall be bound to transfer the said Shares comprised in an Allocation Notice to the purchasers named therein at the time and place therein specified.. If he shall fail to do so, the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Transferor with full power to execute, complete and deliver, in the name and on behalf of the Transferor, transfers of the said Shares to the purchaser thereof against payment of the price to the Company. On payment of the price to the Company, the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon its name being entered in the Register of Members as the holder by transfer of the said Shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Transferor.

9.6 Liberty To Transfer

During the three (3) months following the expiry of the said period of fourteen (14) days referred to in **sub-Clause 9.3** above the Transferor shall be at liberty to transfer to any person and at any price (not being less than the price fixed under **sub-Clause 9.2** above) any said Share not allocated by the Directors in an Allocation Notice.

9.7 No Sale or Transfer of Shares

In the event that no Shareholder applies for the said Shares in the Transfer Notice within the period specified in **sub-Clause 9.3** and the Transferor is unable to find a third party buyer pursuant to **sub-Clause 9.6**, the Transferor can require that the Company be liquidated. The Board of Directors shall pass the necessary resolutions to effect such liquidation, failing which either Shareholder may apply to Court to effect the said liquidation.

9.8 Condition Precedent

It shall be a condition precedent to the right of any Shareholder to transfer Shares in the capital of the Company that the transferee of the relevant Shares (the '**Transferee**'), if not already bound by the provisions of this Agreement, executes in such form as may be reasonably required by and agreed between the other Shareholder(s) a deed of ratification and accession under which the Transferee shall agree to be bound by and shall be entitled to the benefit of this Agreement as if an original party hereto in place of the Transferor. The Shareholders shall procure that the Company shall not register any Transferee as the holder of any Shares in the capital of the Company unless such a deed of ratification and accession has been executed by such Transferee.

9.9 **Proposed Transfer To Listed Company**

In the event of a proposed transfer of all the shares in the Company to a company listed on the Singapore Exchange Securities Trading Limited or other recognised stock exchange, the Parties undertake to enter into good faith negotiations to agree on the terms and conditions of the transfer.

10 GATHERGATES M'S OPTION TO PURCHASE SHARES FROM GREAT MERITS

Notwithstanding **Clause 9** above, Great Merits agrees to grant Gathergates M an option to purchase 10,000 or such number of shares that would enable Gathergates M to become a 51% shareholder of the Company (the "**Option Shares**") in consideration of the sum of US$1.00. The draft Option to Purchase Shares is annexed hereto at **Annex A** and the Parties agree to execute the same within one (1) month after the incorporation of the Company.

Gathergates M may exercise the option by serving written notice on Great Merits at within fourteen (14) days after two (2) years from the date of this Agreement. The written notice shall state the number of Option Shares Gathergates M intends to buy, that the price per share shall be determined in accordance with **sub-clause 9.2** and be payable in cash on delivery of the executed transfer and relative certificates, and fix a date and time for completion of the purchase which must be no sooner than fourteen (14) days nor later than twenty-one (21) days following the date of the written notice. Where written notice is given in accordance with this clause, Gathergates M shall be bound to purchase all of the shares specified in the notice.

In the event Great Merits fails, neglects and/or refuses to sell the Option Shares to Gathergates M within one (1) month of receiving Gathergates M's written notice to exercise the option, Gathergates M can require that the Company be liquidated. The Board of Directors shall pass the necessary resolutions to effect such liquidation, failing which Gathergates M may apply to Court to effect the said liquidation.

In the event Great Merits does not receive any notice within fourteen (14) days after two (2) years from the date of this Agreement, the option to Purchase Shares is void.

11 DEADLOCK RELATING TO THE COMPANY

In the event that the Company fails to obtain the approval of the Shareholders at two successive general meetings (exclusive of adjournments) for a resolution relating to any of the actions referred to in **sub-Clause 8.3.2**, any of the Shareholders (the '**Vendor**') may give a notice in writing (the '**Vendor's Notice**') to the Company requesting that the Vendor's entire shareholding for the time being in the Company be purchased from it and stipulating that in default thereof the Company be liquidated. The Vendor's Notice shall have effect as if the same were, for the purposes of **Clause 9**, a Transfer Notice in respect of the Vendor's Shares and the provisions of **Clause 9** shall mutatis mutandis apply.

12 DEFAULT RELATING TO THE COMPANY

12.1 Defaulting Shareholder To Be Issued Notice

Where a Shareholder fails to perform its obligations hereunder or to comply with the terms and conditions of this Agreement (the '**Defaulting Shareholder**'), the other Shareholder (the '**Non-Defaulting Shareholder**') shall be at liberty to issue to the Defaulting Shareholder a notice specifying the breach or default and stipulating, unless specific provisions for such time are contained in this Agreement, a reasonable period of time in the circumstances during which such breach or default shall be remedied or steps taken in pursuance thereof.

12.2 Admission

In the event that a breach of this Agreement or default by the Defaulting Shareholder has been admitted or established following upon the failure of that Defaulting Shareholder to comply with the terms of a notice under **sub-Clause 12.1**, the Non-Defaulting Shareholder shall, without prejudice to any other rights and remedies such a Shareholder may have, be entitled to by notice in writing to the Defaulting Shareholder in breach or default, require such Defaulting Shareholder to dispose of all of its Shares in the Company in accordance with **Clause 9** and stipulating that in default the Company be liquidated.

12.3 Deemed Default

In the event that:

(a) any Shareholder shall become bankrupt or insolvent;

(b) if a resolution is passed for the winding up of any Shareholder;

(c) any Shareholder shall make a general assignment or composition for the benefit of its creditors;

(d) any Shareholder shall cease, or threaten to cease wholly, to carry on its business, otherwise than for the purpose of a reconstruction or amalgamation without insolvency previously approved by the other Shareholder; or

(e) a provisional liquidator, judicial manager, receiver, manager or receiver and manager is appointed in respect of the whole of the undertaking, property or assets or any part thereof of any Shareholder,

then a breach of this Agreement or default shall be deemed to have been committed by the Shareholder concerned and the provisions of **sub-Clause 12.2** shall apply mutatis mutandis as if a breach of this Agreement or default has been admitted or established.

13 DIVIDEND POLICY OF THE COMPANY

The dividends of the Company shall be 20% of the Company's net profit recognised from 1 January 2017 onwards and shall be recommended as such by the Board from time to time who shall act in the best interests of the Company when making any recommendations thereof and the Parties hereto agree to declare in general meeting all final dividends so recommended but interim dividends may be declared by the Board without the sanction of any general meeting.

14 FINANCIAL MATTERS

14.1 Finance for the Company

Finance for the business of the Company shall be provided initially by capital injection by way of the cash subscriptions for the Shares referred to in **sub-Clause 5.2**.

14.2 Shareholders' Loan

There is no obligation on any of the Shareholders to provide any further loan or equity financing to the Company but, if any Shareholder intends to do so, such Shareholders shall be entitled to invite each of the Shareholders to provide such loan or equity financing on the same terms and in proportion to their respective shareholdings in the Company at the date on which the respective loan or equity financing is to be made, or on such terms and conditions as the Board may determine, provided that such conditions shall apply equally to all Shareholders contributing loans.

14.3 Shareholders' Equity

Notwithstanding the foregoing, if the Board determines in good faith and after due commercial considerations that additional Shareholders' equity is necessary, the Shareholders shall cause the Company to issue such number of additional Shares as the Board may recommend. Such additional Shares shall be offered to the Shareholders in the first instance in proportion to their pro rata shareholdings in the Company. The value of the shares shall be determined by the Auditors on a willing buyer and willing seller basis having regard to the fair value of the Company as a going concern and the net tangible asset value of the Company and any other matters that the Auditors deem relevant.

15 LIQUIDATION EVENTS

15.1 Liquidation Events Relating To The Company

The Board of the Company shall pass the necessary resolutions to liquidate the Company in any of the following events, failing which either Shareholder of the Company may apply to Court to effect the said liquidation:

(a) where all Shareholders agree in writing to liquidate the Company;

(b) where the Company ceases or threatens to cease wholly to carry on its business, otherwise than for the purpose of a reconstruction or amalgamation without insolvency approved by all Shareholders;

(c) pursuant to **sub-Clause 9.7**, in the event that no Shareholder applies for the Shares in the Transfer Notice within the period specified in **sub-Clause 9.3** and the Transferor is unable to find a third party buyer pursuant to **sub-Clause 9.6** and requires that the Company be liquidated;

(d) pursuant to **sub-Clause 10**, in the event that Great Merits fails, neglects and/or refuses to sell the Option Shares to Gathergates M within one (1) month of receiving Gathergates M's written notice to exercise the option.

(e) pursuant to **Clause 11**, in the event that the Company fails to obtain the approval of the Shareholders at two successive general meetings (exclusive of adjournments) for a resolution relating to any of the actions referred to in **sub-Clause 8.3.2** and there are no purchasers of the Vendor's entire shareholding;

(f) pursuant to **sub-Clause 12.2**, in the event that in default of a notice issued pursuant to **sub-Clause 12.1**, a notice in writing is issued by any Shareholder requiring the defaulting Shareholder to dispose of all its Shares in the Company and stipulating that in default the Company be liquidated, and the defaulting Shareholder fails to do so; and

(g) in the event the Company is insolvent.

15.2 Insolvency

If the Company shall be wound up to the extent that any of the Shareholders do not receive satisfaction in full in the winding-up of the Company of all sums due or to fall due to it then, the aggregate shortfall between all sums due or to fall due to the Shareholders and all amounts actually recovered by the Shareholders from the Company or its liquidators (whether by direct payment or the exercise of any right of set-off and otherwise) shall be calculated and apportioned between the Shareholders in their shareholding proportions.

16 LISTING

16.1 Reasonable Endeavours To List

Subject to prevailing economic and stock market conditions, Gathergates M and Great Merits shall use all reasonable endeavours to procure a listing of the businesses carried on by the Company (whether by a listing of the Shares of the Company or otherwise as the Board may determine) on a recognised stock exchange acceptable to the Shareholders within five years from the date of this Agreement (the "**Listing**").

16.2 Parties To Vote Favourably

If the Shareholders resolve to proceed with the Listing, the Shareholders shall vote in favour of all resolutions necessary, and will execute and deliver any further documents and take such further action as may be necessary or as may reasonably be required by the Board or the appropriate recognised stock exchange, to give full effect to the Listing and related transactions and will not impede or seek to impede the Listing or such related transactions in any way. Each Shareholder shall further procure that its Director or Directors shall also cooperate in the manner described in **sub-Clause 16.1**.

16.3 Listing Only With Approval Of Majority

The Company shall not proceed with the Listing unless a meeting of Shareholders is held at which a majority of all Shareholders vote in favour of a resolution approving the Listing.

16.4 Agreement Terminates On Listing

For the avoidance of doubt, this Agreement will terminate on a listing of the Company's Shares on a recognised stock exchange or, conditional upon the Listing occurring as envisaged, on such date prior to the Listing as may be required by the relevant regulatory body in order to achieve the Listing.

17 NON-COMPETITION

17.1 Territorial restriction on sale of Gathergates' Products

The Parties hereby agree that:

(a) The Company, Great Merits and Great Merits' affiliates shall not distribute or sell or procure any third party to distribute or sell, any Gathergates Products in any country save for Myanmar, unless otherwise approved by Gathergates M in writing.

(b) Gathergates M will only sell Gathergates Products in Myanmar through the Company, unless otherwise approved by the Company in writing. For the avoidance of doubt, Gathergates M shall not be obliged to appoint the Company as its sole distributor for the sale of its Gathergates Products in other territories other than Myánmar.

17.2 Restrictions As Beneficial Owner And For Fixed Period After Ceasing To Be Owner

None of the Parties shall at any time whilst it is beneficially interested in any Shares of the Company or for a period of one (1) year from the date on which such Party ceases to be beneficially interested in the Shares do or permit any of the following without the prior written consent of the other Parties:

(a) solicit or entice away or endeavour to solicit or entice away or assist any person to solicit or entice away or endeavour to solicit or entice away any director or employee of the Company or of any subsidiary of the Company, but without prejudice to the right of such Party to terminate arrangements under which any of its staff are seconded to the Company;

(b) use or permit to be used the Company's name or any similar trading style for any other business; or

(c) cause or permit any person directly or indirectly under its control or do any of the foregoing acts or things.

17.3 Injunction

The Parties agree that any Party shall be entitled to seek injunctive relief from a court of competent jurisdiction if:

(a) any Party and/or its affiliates breaches **sub-Clauses 17.1** or **17.2** or threatens to do so: or

(b) it is reasonable to suspect that a Party and/or its affiliates will not comply with its obligations under **sub-Clauses 17.1** or **17.2.**

17.4 Each Covenant Independent Of Others

Each undertaking contained in **sub-Clause 17.2** shall be read and construed independently of the other covenants therein contained so that if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever then the remaining covenants shall be valid to the extent that they are not held to be so invalid.

17.5 Survival Of Undertakings

The obligations / undertakings contained in this **Clause 17** shall endure, even after the termination of this Agreement.

18 CONFIDENTIALITY

18.1 Obligation

Each Party agrees that Confidential Information (as defined below) furnished and to be furnished to it was and shall be made available in connection with Gathergates M's and Great Merits' investment in the Company. Each Party agrees that it shall use, and that it shall cause any person to whom Confidential Information is disclosed pursuant to this **Clause 18** to use, the Confidential Information only in connection with its investment in the Company and not for any other purpose (including to disadvantage competitively the Company or any other Party). Each Party further acknowledges and agrees that it shall not disclose any Confidential Information to any Person, except that Confidential Information may be disclosed:

(a) to the extent required by applicable law, rule or regulation (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which a Party is subject, provided that such Party gives the Company and the other Parties prompt notice of such request(s), to the extent practicable, so that the Company may seek an appropriate protective order or similar relief (and the Party shall cooperate with such efforts by the Company, and shall in any event make only the minimum disclosure required by such law, rule or regulation));

(b) to any person to whom such Party is contemplating a transfer of its Shares, provided that such transfer would not be in violation of the provisions of this

Agreement and such potential transferee is advised of the confidential nature of such information and agrees to be bound by a confidentiality agreement consistent with the provisions hereof: and/or

(c) if the prior written consent of the other Parties shall have been obtained.

18.2 Definition

In this Agreement, '**Confidential Information**' means any information concerning the Parties, the Company or any companies that are or become its subsidiaries or the financial condition, business, operations or prospects of the Parties and the Company or any such persons in the possession of or furnished to any Party (including by virtue of its present or former right to designate a director of the Company), provided that the term 'Confidential Information' does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by a Party or its partners, directors, officers, employees, agents, counsel, investment advisers or representatives (all such persons being collectively referred to as '**Representatives**') in violation of this Agreement, (ii) is or was available to such Party on a non-confidential basis prior to its disclosure to such Party or its Representatives by the Company, (iii) was or becomes available to such Party on a non-confidential basis from a source other than the Company, which source is or was (at the time of receipt of the relevant information) not, to the best of such Party's knowledge, bound by a confidentiality agreement with (or other confidentiality obligation to) the Company or another Person, or (iv) is independently developed by such Party without violating any confidentiality agreement with, or other obligation of secrecy to, the Company.

18.3 Survival Of Rights

The rights and obligations of the Parties under such confidentiality agreement shall survive the termination of this Agreement.

19 NO PARTNERSHIP

The relationship between the Parties shall not constitute a partnership. None of the Parties has the power nor the right to bind, commit or pledge the credit of the other Parties, the Company or of Gathergates M.

20 ASSIGNMENT

None of the Parties may assign or transfer all or part of its rights or obligations under this Agreement without the prior consent in writing of the other Party.

21 DURATION AND TERMINATION

21.1 Effective Date

This Agreement shall take effect from the date of this Agreement without limit in point of time and shall cease and determine upon:

(a) the dissolution of the Company:

(b) the agreement in writing to terminate this Agreement signed by all Shareholders:

(c) in respect of a particular Shareholder. on its ceasing to hold any Shares in the Company:

(d) the date on which one Shareholder holds all of the Shares in the Company:

(e) the date on which the Company is wound up by order of a court of competent jurisdiction: or

(f) the Listing of the Company.

If Gathergates M or Great Merits shall transfer the entirety of its Shares. it shall be released from its obligations under this Agreement but if at that time there are two or more Parties bound by the provisions of this Agreement. this Agreement shall continue in full force and effect as between such continuing Parties until the dissolution of the Company. Termination shall not prejudice the right of the other Shareholders to claim against the leaving Shareholder for breach of this Agreement arising before or by virtue of the termination.

21.2 Termination

Upon termination of this Agreement. none of the Parties shall have any claims against the others for costs. damages. compensation or otherwise save in respect of any right of action already accrued to any of the Parties in respect of any breach of this Agreement by the other Parties prior to such termination. The termination of this Agreement howsoever caused shall not affect any provision of this Agreement which is expressed or by implication provided to come into effect on or to continue to be in effect after such termination or cesser.

22 MISCELLANEOUS

22.1 Prevalence of Agreement

22.1.1 In the event of any inconsistency or conflict between the provisions of this Agreement and the Articles of Association of Gathergates M. the Gathergates M Shareholders shall. as soon as practicable. undertake to procure necessary amendments to the relevant

Articles as are required to remove such conflict and/or to reflect the terms of this Agreement.

22.1.2 In the event of any inconsistency between the Articles of Association of the Company and this Agreement, the terms of this Agreement shall prevail over the Articles of Association.

22.2 Entire Agreement

This Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings, if any, between the Parties with respect to the subject matter hereof, whether such be written or oral.

22.3 Release

Any liability to any Party under this Agreement may in whole or in part be released, compounded or compromised, or time or indulgence given, by that Party in its absolute discretion without in any way prejudicing or affecting its other rights against the other Parties.

22.4 No Implied Waivers

No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

22.5 Continuing Effect Of Agreement

All provisions of this Agreement shall, so far as they have not been performed as of Completion, nor in any respect be extinguished or affected by Completion or by any other event or matter whatsoever and shall continue in full force and effect.

22.6 Successors And Assigns

This Agreement shall be binding on and shall enure for the benefit of the Parties and their respective successors and assigns. Any reference in this Agreement to any Party shall be construed accordingly. No Party may assign and / or transfer its rights, benefits and obligations under this Agreement to any person without the prior written consent of the other Parties.

22.7 Time Of Essence

Time shall be of the essence of this Agreement, both as regards any time, date or period originally fixed or any time, date or period which may be extended by agreement between the Parties.

22.8 Costs And Expenses

Parties agree to bear proportionate to their respective shareholdings in the Company the legal, professional and other costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

22.9 Further Assurance

Each Party undertakes with the other parties that it will execute such documents and do such acts and things as the other parties may reasonably require for the purpose of giving to them the full benefit of the provisions of this Agreement.

22.10 No Representation Or Reliance

Each Party acknowledges that:

(a) no Party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement; and

(b) it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other Party, except for any representation or inducement expressly set out in this Agreement.

22.11 No Merger

The rights and obligations of the Parties will not merge on Completion. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

22.12 Auditors' Determination

Where this Agreement provides for the Auditors to determine any matter for the purposes of this Agreement, the following provisions shall apply and the Parties shall use all reasonable endeavours to ensure that the Auditors shall comply with the following provisions:

(a) the Auditors will allow each Party the opportunity to make submissions in respect of the matter within five (5) Business Days of the date on which the matter was referred to the Auditors:

(b) *the Auditors will determine the matter in accordance with applicable accounting standards, generally accepted accounting principles and general industry practice;*

(c) in making any determination pursuant to this Agreement, the Auditors shall be acting as experts and not as arbitrator, and its determinations will be final and binding upon the Parties; and

(d) the costs of the Auditors in connection with the making of a determination will be borne equally by the Parties.

22.13 Notices

All notices, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by local courier or by fax addressed to the intended recipient thereof at its address or fax number, and marked for the attention of such person (if any), designated by it for the purposes of this Agreement. The initial address, fax number and person (if any) so designated by the Parties are set out below:

Gathergates M	:	29 Tai Seng Avenue, #03-01, Singapore 534119; Fax no.: +65 6593 1188 Attention: Chye Yoke Loong
Great Merits	:	No. 7, Yadanar Mon (2) Street No. 4 Ward Hlaing Township Yangon, Myanmar Fax no.: Attention: Yu Yu Win

Any such notice, demand or communication shall be deemed to have been duly served (if given or made by fax) immediately and in proving the same it shall be sufficient to show the electronic confirmation of fax receipt or (if given or made by letter) immediately if hand delivered or one (1) Business Day after sending by local courier and in proving the same it shall be sufficient to show the receipt from the local courier showing that package was duly addressed and the date on which it was sent.

22.14 Severability

If a court of competent jurisdiction holds any provision of this Agreement to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed

modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected thereby.

22.15 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of Myanmar.

22.16 Dispute Resolution

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

IN WITNESS WHEREOF the Parties hereto have entered into this Agreement on the day and year first above written.

Signed by)
Chia Puay Hwee)
On behalf of GATHERGATES (MYANMAR) PTE LTD
in the presence of:

Chye Yoke Loong

Witness' Name *Signature*

Signed by)
_____________________)
On behalf of GREAT MERITS COMPANY LIMITED
in the presence of:

Witness' Name *Signature*

ANNEX A

OPTION TO PURCHASE SHARES

THIS AGREEMENT is made on the ______ day of ____________ between:

(1) **GATHERGATES (MYANMAR) PTE LTD** (Company Registration No. 201628028E, a limited company organised and existing under the laws, rules and regulations of the Republic of Singapore, with its registered address at 29 Tai Seng Avenue #03-01, Natural Cool Lifestyle Hub, Singapore 534119 (hereinafter referred to as "**the Purchaser**", which expression shall unless repugnant to the context or the meaning thereof, be deemed to include its successors legal representative and permitted assigns) represented for the purpose of this Agreement by Chia Puay Hwee, Chief Executive Officer, of the one part:

AND

(2) **GREAT MERITS COMPANY LIMITED** (Company Registration No. 5432/2013-2014), a limited company organised and existing under the laws, rules and regulations of the Republic of the Union of Myanmar, with its registered address at No. 7, Yadanar Mon (2) Street, No. 4 Ward, Hlaing Township, Yangon, Myanmar (hereinafter referred to as "**the Grantor**", which expression shall unless repugnant to the context or the meaning thereof be deemed to its successors, legal representatives and permitted assigns) represented for the purpose of this Agreement by Yu Yu Win, Managing Director, of the second part.

The Purchaser and the Grantor are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

SUPER GATHERGATES ELECTRIC COMPANY LIMITED ('the Company') was incorporated in the Republic of the Union of Myanmar with Company Registration No and has at the date of this agreement an issued share capital of US$1,000,000 divided into 1,000,000 ordinary shares of US$1 each, all of which have been issued credited as fully paid.

IT IS AGREED:

1. **Definitions and interpretation**

1.1. In this Agreement, the following expressions have the meanings set out below (unless the context otherwise requires):

'the Option' means the right granted by clause 2;

4.2. The Grantor undertakes to the Purchaser to procure that, until the exercise of the Option, the Company will not without the prior written consent of the Purchaser:

4.2.1. consolidate, sub-divide, purchase, redeem, issue or agree to issue, any of its shares; or

4.2.2. grant any option over, or alter any of the rights attaching to, any of its shares; or

4.2.3. reduce its share capital; or

4.2.4. otherwise reorganise or grant any right in respect of its share capital.

5. Completion

5.1. Completion of the sale and purchase of the Option Shares shall take place at the offices of the Grantor's solicitors no sooner than fourteen (14) days and no later than twenty-one (21) days following the date on which the Purchaser serves the Option Notice.

5.2. On completion, the Grantor shall deliver to the Purchaser:

5.2.1. a duly executed transfer of the Option Shares together with the share certificate[s] relating to those shares; and

5.2.2. a waiver or waivers of any rights of pre-emption relating to the Option Shares, duly signed by all the members of the Company.

5.3. The Purchaser shall deliver to the Grantor the sum of [price for the Option Shares] in cash.

6. Registration

The Grantor undertakes to the Purchaser to procure that, on presentation of a duly stamped transfer of the Option Shares to the Company with the share certificate[s] relating to those shares, everything necessary will be done so that the Purchaser is registered in the Company's register of members as the holder of the Option Shares.

7. General

7.1. This agreement shall be binding on the parties' personal representatives.

7.2. Otherwise neither party may transfer, assign or charge any or all of their rights or obligations under this agreement.

7.3. Either party may give any notice relating to this agreement by delivering it personally or sending it by post to:

7.3.1. the other party's address as set out above; or

7.3.2. any other address which the other party may from time to time have notified for the receipt of notices under this agreement.

7.4. Where a notice under clause 7.3 above is sent by post, it shall be deemed to have been received 72 hours after having been put into the post properly addressed and stamped.

Signed by)	Signed by)
______________)	______________)
On behalf of GREAT MERITS COMPANY LIMITED	On behalf of GATHERGATES (MYANMAR) PTE LTD
in the presence of:	in the presence of:
------------------------------	------------------------------
Witness' Name:	Witness' Name:

5

LAND AND BUILDING LEASE AGREEMENT

BETWEEN

Daw Yu Yu Win

AND

Super Gathergates Electric Company Limited

Dated:

LAND AND BUILDING LEASE AGREEMENT

THIS LAND AND BUILDING LEASE AGREEMENT, is made on [ ] day of [ ] in the year Two Thousand Seventeen (2017) in Yangon, the Republic of the Union of Myanmar.

BY AND BETWEEN

Daw Yu Yu Win, holder of Myanmar Citizen Scrutinizing Card No. 12/LaThaNa(N)015276, residing at No. (115), Dhamazedi Road,(10 ward), Kamaryut Township, Yangon Region, Yangon, Myanmar (hereinafter referred to as the "**Lessor**" which expression herein used shall unless repugnant to the context or the meaning thereof be taken to mean and include itself, its successors, legal representatives, and permitted assigns), of the one part.

AND

Super Gathergates Electric Co., Ltd. (Company Registration No. 91FC/2016-2017(NPW)), incorporated in the Republic of the Union of Myanmar, with its registered office at No.95, Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township, Yangon, Myanmar (hereinafter referred to as the '**Lessee**", which expression herein used shall unless repugnant to the context or the meaning thereof be taken to mean and include itself, its successors, legal representatives, and permitted assigns) represented for the purpose of this Lease Agreement by its Director, Mr. Chia Puay Hwee, of the other part.

WITNESSETH AS FOLLOWS:

WHEREAS the Lessor is the holder of the grant land (the "**Grant**" with a copy of the grant document attached as Appendix A for identification purposes) with respect to the grant land situated at No.96, Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township, Yangon, Myanmar ("**Grant Land**").

WHEREAS the Lessor is desirous of promoting the business of Manufacturing of Electrical Switch Board and its related activities with all other supporting uses, facilities and activities herein defined as the Activities and for this purpose, leasing the Grant Land and any buildings thereon (hereinafter referred as the "**Premises**") and more authentically and particularly demarcated in red in the site map annexed hereto as Appendix B (which shall form an integral part of this Lease).

WHEREAS the Lessee agrees to lease the Premises from the Lessor for *inter alia* the following purposes:-

(a) Manufacturing of Electrical Switch Board and its related activities; and

(b) any other purposes or uses contemplated in the memorandum and articles of association of the Lessee and in compliance with the laws and regulations of the Republic of the Union of Myanmar (collectively, with (a) above the "**Activities**"), upon the terms and conditions herein contained.

WHEREAS the Lessor represents and warrants that it has the legal and beneficial right to the Premises.

WHEREAS both the Lessor and the Lessee hereto are legally authorised to enter into this Lease Agreement.

NOW THEREFORE, the Parties hereto hereby agree as follows:-

ARTICLE 1: THE SCOPE OF AGREEMENT

In consideration of the lease terms hereinafter reserved and covenants by the Lessee hereinafter contained, the Lessor, both hereby lease unto the Lessee, to (a) engage in the Activities, and (b) engage in any activity conducted by the Lessor prior to and on the date of this Lease Agreement on or out of the Premises, together with all rights, easements, appurtenances, thereto, specifically except all mines, mineral products, coal, petroleum and other natural resources as well as buried treasures and gems occurring in, under or within the Premises for an initial term of forty five (45) years from the date of official commercial operation of the Lessee.

ARTICLE 2: LEASE OF THE PREMISES AND DURATION

2.1 The Lessor shall lease the Premises for an initial term of forty five (45) years, from the date of this Lease Agreement ("**Initial Term**").

2.2 The Lessor consents to lease the Premises to the Lessee for two further consecutive periods of ten (10) years each after the Initial Term ("**Extended Term**"), subject to applicable laws and the necessary regulatory and third party approvals.

2.3 The Parties acknowledges that the restrictions set out in the Transfer of Immoveable Property Restriction Law 1987 in relation to the transferring, mortgaging and/or leasing of the Premises will not be applicable to the Lessee and/or to the Premises which is the subject matter of this Lease Agreement.

ARTICLE 3: RENTAL PAYMENTS AND ACCOUNTING OF RENTS

3.1 The Lessee shall during the Initial Term and the Extended Term pay the Lessor a rent of United States Dollar Twelve Thousand Only (US$12,000.00) per month for (2.492) acres ("**Rent**").

3.2 The first payment of the Rent shall be made on the date falling from the date of this Lease Agreement ("the first payment date") and thereafter shall be made on the first business day of each succeeding calendar year.

3.3 If the first payment date of the Rent does not coincide with the first business day of a calendar year, the first payment of the Rent shall be calculated proportionately for the period from the first payment date to the end of the same calendar year.

3.4 All payments of Rent shall be made by way of bank transfers without any deductions whatsoever in favour of the Lessor.

3.5. The Rent set forth in Paragraph (3.1) above shall increase at the beginning of the thirteenth (13th) full calendar month from the second payment date by fifteen percent (15%), which adjusted rent amount shall remain in effect for the next twelve (12) consecutive months and shall increase by fifteen percent (15%) each twelve (12) months thereafter for the balance of the Initial Term.

ARTICLE 4: EFFECTIVE DATE OF THE LEASE

The effective date of the Lease Agreement shall be the date of execution of this Lease Agreement or such date to be agreed between the Parties.

ARTICLE 5: LESSOR'S RIGHTS AND OBLIGATIONS

Subject to the Lessee paying the Rent pursuant to Article 3, the Lessor hereby covenants with the Lessee that the Lessor shall:

(a) allow peaceful and quiet holding of the Premises during the term of this Lease Agreement without any interruption or disturbance of whatsoever nature by the Lessor or any person lawfully claiming to represent the Lessor;

(b) allow the Lessee to use the Premises for the purpose of engaging in the Activities and in any other activity engaged by the Lessor on the Premises prior to the date of this Lease Agreement;

(c) diligently, properly and in a timely manner perform and comply with all the terms and conditions of the Grant, and shall immediately notify the Lessee of any breach of such terms or of any circumstance that may result in such terms being breached;

(d) permit the Lessee at the expiration or earlier determination of this Lease to remove all the Lessee's fixtures and fittings and property whatsoever where so removable;

(e) pay all land-revenue and any other taxes or payments (if any) as required by the land office or any other authorities unless otherwise agreed upon herein;

(f) co-ordinate with local authorities and assist in obtaining necessary permits and registration of the same (if any);

(g) provide the infrastructure for the land such as roadway, electricity sources, water supply sources;

(h) assist the Lessee in getting sufficient power supply, required IDD telephones, E-mail access, Internet, facsimile lines and other project related facilities and services, and arranging sewage protection, water drilling and protection from floods; and

(i) appoint the Lessee as its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit to do anything which the Lessor is obliged to do (but has not done) under this Lease Agreement (including to execute any documents instruments, notices, orders and directions relating to the extension of the term of the Grant, and the Lessor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall lawfully do in the exercise or purported exercise of the power of attorney granted by it herein.

ARTICLE 6: LESSEE'S RIGHTS AND OBLIGATIONS

The Lessee hereby covenants with the Lessor that the Lessee shall:-

(a) utilise the Premises for the purpose of carrying out the Activities;

(b) pay Rent as specified in Article 3 above;

(c) ensure that all activities and operations on the Premises, or any part thereof including the buildings and related facilities, are in conformity with the laws, regulations and directives of the Republic of the Union of Myanmar; and

(d) not assign or sublet or grant or transfer any interest in the Premises hereby created concerning the Premises or any part thereof, without the consent of the Lessor and the approval of MIC (if required).

ARTICLE 7: ARBITRATION

All disputes arising out of or in connection with this Agreement which cannot be settled by discussion and mutual accord shall be finally settled by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this Article 7. The tribunal shall consist of one (1) arbitrator nominated by the President of the SIAC. The language of the arbitration shall be English. The award of the arbitrators shall be final, non –appealable and binding upon the Parties and their respective successors and permitted assigns, and judgment upon the award may be entered in any court having the jurisdiction thereof.

ARTICLE 8: GOVERNING LAW

This Lease Agreement shall be read, construed, interpreted and governed by the laws of the Republic of the Union of Myanmar.

ARTICLE 9: WARRANTY AND REPRESENTATION

9.1 Each party represents and warrants to the other that it is a legal person duly authorised under the relevant laws and has the right power, sound financial standing and authority to enter into this Lease Agreement.

9.2 The Lessor represents and warrants that:

(a) it has the sole legal and beneficial rights to use the Premises, and has the absolute right to lease the Premises to the Lessee for the purpose and duration contemplated in this Lease Agreement;

(b) it has diligently and properly performed all of its obligations under the Grant, and no breach of any terms and conditions of the Grant has occurred;

(c) it has not received any notice from anybody that the Grant will be terminated;

(d) it has obtained the consent of the Board of Directors of the Company for entering into this Lease Agreement; and

(e) it has paid all fees including any grant fees and rental payable under the Grant.

ARTICLE 10: MODIFICATION OF AGREEMENT

10.1 This Lease Agreement constitutes the whole and entire agreement and understanding between the parties at the time of execution of this Lease Agreement in connection with the arrangements described herein.

10.2 In the event that any situation or condition arises due to circumstances not envisaged in this Lease Agreement and that it warrants amendments to this Lease Agreement, the parties hereto shall make necessary negotiations with a view to making such necessary amendments.

10.3 All modifications, changes and/or amendment to this Lease Agreement intended to be integral to this Lease Agreement shall only be valid if agreed and confirmed in writing by both parties.

ARTICLE 11: LAW OF PERFORMANCE

Both parties shall carry out their obligations arising out of this Lease Agreement according to the laws, rules, regulations, directives and procedures of the Republic of the Union of Myanmar.

ARTICLE 12: TERMINATION

12.1 This Lease Agreement terminates upon the expiry of this Lease Agreement.

12.2 This Lease Agreement may be terminated, before the expiry of the Initial Term and the Extended Term, after a service of ninety (90) days prior written notice of the intention of such termination by the Lessee.

12.3 Subject to Articles 12.1, 12.2 and 14.1, this Lease Agreement may also be terminated by the Lessee in the event that a natural disaster or any destruction of loss caused by Force Majeure occurs so as to incapacitate normal operations. The Lessee reserves its rights under this Lease Agreement to reconstruct the damaged property wholly or partially at its own cost and continue its operations. Notice of any intention to terminate shall be given in writing to the Lessor 90 (ninety) days in advance.

12.4 Termination shall be effective only after receipt of the approval from MIC (if required).

12.5 It is mutually agreed that if any of the parties shall in any materially aspect fail to perform or observe the terms and conditions of this Lease and fails to rectify such non-performance or non-observance within six (6) months from the notification in writing of such default, the affected party shall be entitled to claim damages, specific performance of this Lease Agreement and/or any other remedies from the defaulting party including but not limited to all losses suffered by the affected party from the investment made for the purposes of the Activities as a result of the breach by the defaulting party.

ARTICLE 13: RETRANSFER OF LEASED PROPERTY

13.1 For the duration of the Initial Term and the Extended Term, the Lessee shall undertake normal maintenance and due care of the Premises and all the fixtures, fittings and properties within.

13.2 At the end of the Initial Term or Extended Term (as the case may be) or in the event that this Lease Agreement is terminated in accordance with Article 12, the Lessee shall transfer the Premises without any consideration to the Lessor within six (6) months from the expiry of such term or date of termination as stated in Article 13, whichever is applicable, in good condition and ground damage having been refilled or repaired. However, compensation for the immovable property on the Premises is to be paid by the Lessor to the Lessee within six (6) months from the expiry of the Initial Term or the Extended Term (as the case may be) or date of termination, whichever is applicable at a fair market value.

13.3 The Lessee shall have the right to be in possession and ownership of all movable properties which shall be removed at its own costs and/or disposed of within six (6) months from the Termination of this Lease Agreement without affecting the Lessor's right to claim for the Rent up to the date of complete evacuation and damages caused to the Premises by the Lessee.

ARTICLE 14: FORCE MAJEURE

14.1 If a party is temporarily rendered unable wholly or partly by Force Majeure to perform its duties or accept the performance by the other parties under this Lease Agreement or, in the case of the Lessee, to enjoy the use of the Premises as contemplated herein, it is agreed that the affected party shall give notice to the other party within fourteen (14) days after that occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. The duties of such party as are affected by such Force Majeure including payment of any Rent under this Lease Agreement shall, be suspended during the continuance of the disability so caused, but for no longer period, and such cause shall as far as possible, be removed with all reasonable dispatch. Neither party shall be responsible for delay, damage or loss caused by a Force Majeure event.

14.2 The term "**Force Majeure**" as applied herein shall mean Act of God, wars, epidemics, fires, floods, earthquakes, storms, lightning and any other similar causes which are beyond the control of either party and which by exercise of due care and diligence, neither party is unable to overcome.

14.3 Immediately, after removal of such a Force Majeure condition, the affected party shall perform obligatory functions with all speed and effectiveness.

ARTICLE 15: MINERAL RESOURCES AND TREASURES

Mineral resources, treasures, gems and other natural resources discovered unexpectedly from, in or under the Premises during the term of this Lease Agreement shall be the property of the Government of the Republic of the Union of Myanmar, and the Lessor shall be at liberty to excavate the aforesaid at anytime, provided that if the operations of the Lessee shall be disrupted at any time, the prior written consent of the Lessee shall be obtained and the parties shall come to a mutually acceptable agreement.

ARTICLE 16: NOTICE

16.1 Any notice or other communication required to be given or sent hereunder shall be in the English language and shall be sufficiently served on the other party if addressed to him and left by hand at or sent by facsimile transmission (if sent by facsimile, a written confirmation must be sent as soon as practicable by registered air mail) or sent by prepaid registered post (or airmail, if overseas) or international courier to the party concerned at addresses stipulated herein or the last known address:

LESSOR:

Name	:	Daw Yu Yu Win
Address	:	No. (115), Dhamazedi Road,(10 ward), Kamaryut Township, Yangon Region, Yangon, Myanmar
Telephone	:	+959 5504621
E-mail	:	julieyu81@gmail.com

LESSEE:

Name	:	Mr. Chia Puay Hwee
Address	:	No. 95, Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township, Yangon Region.
Telephone	:	
Facsimile	:	
E-mail	:	edward@gathergates.com

16.2 Notices shall be deemed to have been received upon receipt if hand delivered and ten (10) calendar days after the date of dispatch thereof if by prepaid air courier or by certified mail and upon receipt of confirmation of successful transmission if by facsimile. A copy of any notice sent by facsimile shall also be sent by prepaid air courier or the certified mail, provided that failure to receive transmission confirmation shall not invalidate the facsimile notice.

ARTICLE 17: WAIVER

No failure or delay on the part of either party in exercising any power or right hereunder or no knowledge or acquiescence by either party hereto of or in any breach of any terms and conditions or covenants herein contained, shall operate as a waiver thereof, nor shall any single or partial exercise of such right or power preclude any other or further exercise of any other right or power herein.

ARTICLE 18: TIME

Time wherever mentioned in this Lease Agreement shall be of the essence of the contract.

ARTICLE 19: LANGUAGE

This Lease Agreement shall be written in English. All correspondences related to this Lease Agreement shall be in English. The English language version of this Lease Agreement shall prevail over any translation thereof. Notwithstanding that certain documents must be executed and filed in the Myanmar language under the laws of Myanmar, the governing language of such documents shall be the English language translation of the same.

ARTICLE 20: SEVERABILITY

If any term in this Lease Agreement is found unenforceable in any respect by competent judicial authority, the validity of the remainder of this Lease Agreement will be unaffected, provided that such unenforceability does not materially affect the Lease Agreement.

ARTICLE 21: SUCCESSORS IN TITLE

This Lease Agreement shall be binding upon the respective heirs, successors in title and assigns of the Lessor and Lessee.

ARTICLE 22: VALIDITY OF AGREEMENT

The invalidity or unenforceability for any reason of any part of this Lease Agreement shall not prejudice or affect the validity of the remaining provisions of this Lease Agreement.

[Signature Page Follows]

IN WITNESS WHERE OF THE PARTIES hereto have set their hands and seals on the Day, the Month and Year First above written.

Signed, sealed and Delivered by	**Witnessed in the presence of**
(1) For and on behalf of The LESSOR	
_______________	_______________
Daw Yu Yu Win 12/LaThaNa(N)015276	[Name] [CSC. No.]
(2) For and on behalf of The LESSEE	**Witnessed in the presence of**
_______________	_______________
Mr. xxxxxxxxx Passport No.	[Name] [PP No. or CSC. No.]

SPECIAL ADHESIVE LABEL
FIVE HUNDRED KYATS
SPECIAL ADHESIVE LABEL
FIFTY KYATS

မြေငှားစာချုပ်

မူရင်း

29 JUL 2002

၂၀၀၂ ခုနှစ်၊ (မြေငှား) အမှတ်တွဲ အမှတ် ဒဂုံမြို့သစ်(မြောက်ပိုင်း)/၅/၂၀၀၂ အရ ထုတ်ပေးသည်။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ" ဟု ရည်ညွှန်းသည်။ "အငှားချထားသူ" ဆိုသည့်စကားရပ်တွင် မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်း ပါဝင်သည်။)

စက်မှုလက်မှုလုပ်ငန်း

နှင့် ရန်ကုန် မြို့နေ၊ ဦး စိန်မောင် ၏၊ သား/သမီး ဖြစ်သော ဦး/ဒေါ် ဒေါ်ထွန်း အမျိုးသားမှတ်ပုံတင်အမှတ် KMYT ၀၀၂၁၇၄ (နောက်တွင် "အငှား စာချုပ်ရသူ" ဟု ရည်ညွှန်းသည်။) တို့၊ ၁၃၆၄ ခုနှစ်၊ ဝါခေါင် လဆန်း/လပြည့်ကျော် ၅ ရက်နေ့၊ ၂၀၀၂ ခုနှစ်၊ (ဇူလိုင် လ ၂၉ ရက်) တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်–ချုပ်ဆိုကြသည်။

အငှား စာချုပ်သူက–နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကိုထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်–ထွက် သွားလာနိုင်ခွင့် စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွအငှားချထားသူက အငှားစာချုပ်ရသူ အား၊ ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓာတ်သတ္တုပစ္စည်းများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကွာရီ (Quarries) စသည်တို့သည်ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ။ ထိုသို့ ရှာဖွေတူးဖော်ရယူ၊ သယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကိုနောက်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူအားသင့်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငြင်းပြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်း အက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ်–ချုပ်ဆိုသည့် ၂၉-၇-၂၀၀၂ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ၂၀၁၇ ခုနှစ်၊ ဇူလိုင် လ ၂၈ ရက်နေ့၌၊ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် ၂၇၁၉/- ပြား - (နှစ်ထောင့်ခုနစ်ရာတစ်ဆယ့်ကိုးကျပ်) တိတိကို ဇန်နဝါရီလ ၁–ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇန်နဝါရီလ ၁–ရက်နေ့တွင် လည်းကောင်း၊ ဧပြီလ ၁–ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဧပြီ ၁–ရက်နေ့တွင် လည်းကောင်း၊ ဇူလိုင်လ ၁–ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇူလိုင်လ ၁–ရက်နေ့တွင် လည်းကောင်း၊ အောက်တိုဘာလ ၁–ရက်နေ့မှစသည့် သုံးလပတ်အတွက် အောက်တိုဘာလ ၁–ရက်နေ့တွင်လည်းကောင်း ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါနှစ်ခြောက်ဆယ်ကာလ အပိုင်းအခြား၏ ဒုတိယတဆယ့်ငါးနှစ်နှင့်တတိယတစ်ဆယ့်ငါးနှစ်၊ စတုတ္ထတစ်ဆယ့်ငါးနှစ်အတွက် အပိုဒ် ၃–တွင်ပြဋ္ဌာန်းထားသည့်နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

တံဆိပ်ခေါင်းခွန်ပေးပြီး
စက်မှုဇုန်များ စီမံခန့်ခွဲရေး
ညွှန်ကြားချက်အမှတ် ၁၊ ၉၇ ကို
လိုက်နာရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော [illegible] အဆောက်အအုံပေါ်၌သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း အဆိုပါ နှစ်ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ စည်းကြပ်လတ္တံ့ ဖြစ်သော အခွန်အတုတ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ်ချုပ်ဆိုသည့်နေ့မှ ၆–လအတွင်း စတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်း အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော [illegible] ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေများနှင့် အညီ၊ ပြီးစီးအောင်ဆောက်လုပ်ရန်နှင့် ထိုလူနေအိမ်စသည်တို့ကို အဆိုပါနှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။ [illegible] ဆောက်အဦး

(ဂ) အဆိုပါမြေကွက်တည်ရှိသော ရပ်ကွက်၌သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်နှင့် ရေပိုက်များ ချထားလျှင်၊ ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်က ခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါမြေကွက်ပေါ်၌ အဆောက်အအုံတစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားအတွင်း အဆိုပါမြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန်အတွက် မှတစ်ပါး၊ အခြားကိစ္စအတွက် အသုံးပြုရန်နှင့် အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့် [illegible] မှတစ်ပါး အခြားနည်း အသုံးမပြုရန်။

(စ) အငှားချထားသူ၏ စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ၊ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်ပြင် ၎င်းမြေ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုလုပ်ရ။

(ဆ) ဤစာချုပ်နှင့်စပ်လျဉ်း၍ မည်သည့်ကိစ္စအတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသောအဆောက်အအုံသို့ဖြစ်စေ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားတွင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေး ဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ခင်းသင့်တော်သည့် အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါမြေကွက်တည်ရှိသည့် အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွဲကပ်ထားသော ပစ္စည်းမပါဝင်စေဘဲ၊ အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ၂–အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၁၉၉၀ ခုနှစ် အတွင်းတွင် ဖြစ်စေ
ထိုနောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါ မြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို သို့တည်းမဟုတ် ၎င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလ ဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေကျန်ရှိလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက် ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ် ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါ မြေငှားခကို ရယူရန် ချက်ချင်း အမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံ ချက်ဖျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာ ချုပ်ကို ပယ်ဖျက်၍ အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

အမည်ပေါက်လွှဲပြောင်းခြင်းမှတ်တမ်း

031990

မူရင်း

မြို့နယ်	-	ဒဂုံမြို့သစ်(မြောက်ပိုင်း)
ကွင်း/အကွက်/ကျေးရွာ/ရပ်ကွက်အမှတ်	-	၁၁၃
မြေကွက်အမှတ်	-	၉၆
	-	၂.၄၉၂
မြေအမျိုးအစား	-	ဥစ(၆၀) ဧကဒေသဂရန်

အမှုတွဲအမှတ် နေ့စွဲနှင့် ခွင့်ပြုရက်စွဲ	အမည်ပေါက် နှင့် နိုင်ငံသားအမှတ်	လွှဲပြောင်းသည့် စာချုပ်အမှတ်နှင့်ရက်စွဲ (သို့) တရားရုံးဒီကရီနှင့်ရက်စွဲ	လွှဲပြောင်းခံရသူ (သို့) တရားရုံးဒီကရီရရှိသူ၏ အမည်နှင့် နိုင်ငံသားအမှတ်
၁	၂	၃	၄
2016004578 ၉.၃.၁၆ ခွင့်ပြု ၂၈.၄.၁၆	ဦးဇော်ထွန်း KMYT - ၀၀၂၁၃၄	အရောင်းစာချုပ် ၅၃၀ ၉.၂.၁၆	ဒေါ်ယုယုဝင်း ၁၂/လသန(နိုင်)၁၁၈၂၃၆ (signature) ၆.၅.၂၀၁၆ ဌာနခွဲမှူး

အမှုတွဲအမှတ် နေ့စွဲနှင့် ခွင့်ပြုရက်စွဲ	အမည်ပေါက် နှင့် နိုင်ငံသားအမှတ်	လွှဲပြောင်းသည့် စာချုပ်အမှတ်နှင့်ရက်စွဲ (သို့) တရားရုံးဒီဂရီနှင့်ရက်စွဲ	လွှဲပြောင်းခရသူ (သို့) တရားရုံးဒီဂရီရရှိသူ၏ အမည်နှင့် နိုင်ငံသားအမှတ်
၁	၂	၃	၄

ထိခိုက်မှုရှိကြောင်းစိစစ်တွေ့ရှိပါက၊ဤစာချုပ်ကိုပယ်ဖျက်ပြီး အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်
ပေါ်တွင်တည်ရှိသော အဆောက်အအုံအားလုံးကို သိမ်းယူနိုင်သည်။

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။ **ညွှန်ကြားရေးမှူးချုပ်**

(က) အပိုဒ် ၂-အရ၊ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားဂရန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်ပြီး ရေစစ္စတြီပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်၊ အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်။ အဆိုပါ နို့တစ်စာကိုပြဆိုသည့်နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားလုံးနှင့်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊အခြားပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက် စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည်သိမ်းယူသည့်အချိန်တွင် ထိုမြေကွက်ပေါ်၌တည်ရှိနေသော အဆောက်အအုံ၊ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြား အကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများ သို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ပျက်ဆီးယိုယွင်းခြင်းအတွက်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရန်။

(ခ) အပိုဒ် ၂-အရ၊ ဤစာချုပ်ကိုပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူကနှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည့်အထိ အဆိုပါမြေငှားခကိုပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါမိမိပြုလုပ်သည့် ပဋိညာဉ်ခံ ချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ် ထားသောအဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန် မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ထိုမြေကွက်ကိုမူလအခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

(ဂ) (၂၀၁၇)ခုနှစ်၊ ဇူလိုင် လ၊ (၂၈)ရက်နေ့မှစ၍ ပထမတဆယ့်ငါးနှစ် ကုန်ဆုံး သည့် အခါ ဒုတိယတဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကို လည်းကောင်း၊ ဒုတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ တတိယတဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ စတုတ္ထတဆယ့် ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄-အရ စည်းကြပ်သောသုံးလပတ်မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါနည်းလမ်းအတိုင်း မြေငှားခကိုပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင်ပြဌာန်းထား သည့်နည်းလမ်းအတိုင်း မြေငှားခကိုပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲသုံးလပတ်မြေငှားခကို ဆက်လက်ပေး ဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါအခြားပြဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်းသုံးဆယ်အတွင်းသတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြေလည်အောင် ပေး ဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခဖြင့်နောက်ထပ် နှစ်ပေါင်း သုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြား ရမည်။ အကြောင်းကြားစာနှင့်အတူ ပထမမြေငှားစာချုပ်ကိုပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှ ခြောက်လအတွင်းနောက် နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့်ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူကထုတ်ပေးရန်။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူကပေးဆောင်ရန်။

ဤစာချုပ်ပါစကားရပ်များကိုသိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ပြနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကိုခပ်နှိပ်၍ အဆိုပါညွှန်ကြားရေးမှူးချုပ်နှင့်အဆိုပါ ဦးဇော်ထွန်း သည် ဤစာချုပ်ကိုအထက်၌ဖော်ပြခဲ့သည့်နေ့တွင် လက်မှတ် ရေးထိုးကြကြောင်း။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန

မြို့ - ရန်ကုန်

တံဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ် ဦးအုံကျော် ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယညွှန်ကြားရေးမှူးချုပ် ဒုတိယညွှန်ကြားရေးမှူးချုပ် ဗိုလ်မှူးကြီး အောင်ထွန်း ၂၉/၇/၂၀၀၁

နှင့် ညွှန်ကြားရေးမှူး ဒုတိယဗိုလ်မှူးကြီး ယင်အောင်ကျော် တို့
ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။

ညွှန်ကြားရေးမှူး

သိသက်သေ။

ဒုတိယညွှန်ကြားရေးမှူး (မြေနှင့်အခွန်) ဦးကျော်ဝင်း

အငှားစာချုပ်ရသူ ဦးဇော်ထွန်း က
လက်မှတ်ရေးထိုးသည်။

အငှားစာချုပ်ရသူ

သိသက်သေ။

၁။ DR. ကျော်ထွန်းမြင့် ၁၂/ဗဟန(နိုင်)၀၁၇၅၅၁၊ ၂၇၊ အင်းယားမြိုင်လမ်း၊ ၁၀ရက်

၂။ ၂၉-၇-၂၀၀၁
ဦးစိုးအေးမြင့်
မြေနှင့်အခွန်ဌာနခွဲ(ရုံးချုပ်)
မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

အထက်တွင် ရည်ညွှန်းထားသည့် ဇယား

...နေရပ်ကွက်အမှတ် စက်မှု
မြေတိုင်းရပ်ကွက်အမှတ် ၁၁၃
ရန်ကုန်မြို့ ဒဂုံမြို့သစ်ဆိပ်ကမ်း မြို့နယ်။
အတွင်းရှိ ______ တန်းစား၊ မြေကွက်အမှတ် ၉၆
ဖြစ်သည်။ ပူးတွဲပါ မြေပုံ၌ မင်နီဖြင့် ပြထားသော အလျား ၂၂၀' ပေ၊ အနံ ၄၉၂'/၄၉၅' ပေခန့်ရှိသော အလားအလာ
အရှေ့လားသော် မြေကွက်အမှတ် ၉၇
အနောက်လားသော် မြေကွက်အမှတ် ၉၅
တောင်လားသော် လမ်း
မြောက်လားသော် မြေကွက်အမှတ် ၉၈
အတွင်းရှိ မြေအားလုံး ဧရိယာ ၂·၄၉၂ ဧက၊ (စတုရန်းပေ ၁၀၈၅၄၀)

ဒွာန၊ ဆိပ်ကမ်း

ရန်ကုန်မြို့တော်

အိုးအိမ် - ပုံစံ

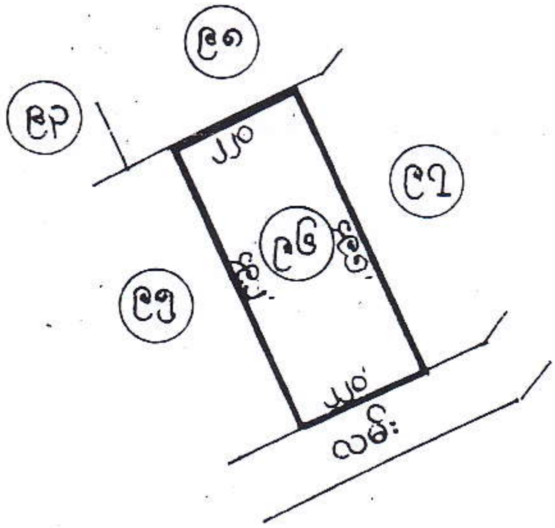
အကွက်စံ - ၂၂

ဒဂုံမြို့သစ်အရှေ့ပိုင်း ---------- မြို့နယ်၊ လူနေရပ်ကွက်အမှတ် ---------- စက်မှု

မြေတိုင်းရပ်ကွက်အမှတ် ---------- ၁၁၃ ---------- မှ မြေကွက်အမှတ် ---------- ၉၆

၏ မြေပုံ-

၁-လက်မလျှင် ၃၀၀ ပေစကေး



ရည်ညွှန်းချက်

---------- ဧရိယာ

စတုရန်းပေ ---------- ၁၀၈၅၇၀

ဧက ---------- ၂.၄၉၂

မြေတိုင်း (၄) မြေတိုင်း (၃) မြေတိုင်း (၂) ဦးစီးအရာရှိ

မြေတိုင်းဌာနခွဲ

မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

အမှတ် (၉၆)၊ ယောအတွင်းဝန်ဦးဖိုးလှိုင်လမ်း၊ အရှေ့ဒဂုံစက်မှုဇုန်





အမှတ် (၉၆)၊ ယောအတွင်းဝန်ဦးဖိုးလှိုင်လမ်း၊ အရှေ့ဒဂုံစက်မှု့ဇုန်





6

Gathergates

MYANMAR INVESTMENT COMMISSION (MIC)

24 July 2017

Dear Sir/Madam,

Product License of Gathergates

For the purpose of applying the MIC permit under the Myanmar Foreign Investment Law, this letter is to confirm that Super Gathergates Electric Co. Ltd. is authorised to produce our products using the branding of "Gathergates". The usage of "Gathergates" shall be based on the terms and conditions in the shareholders' agreement between Gathergates (Myanmar) Pte Ltd and Great Merits Company Limited.

Yours sincerely,

Edward Chia Puay Hwee
Chief Executive Officer
Gathergates Switchgear Pte Ltd

Gathergates Switchgear Pte Ltd

Registration No. 200205049R

+65 6555 4441
+65 6555 4440
www.gathergates.com

29 Tai Seng Ave #03-01
Natural Cool Lifestyle Hub
Singapore 534119

Registration Certificate

This is to certify that the Management Systems of

GATHERGATES SWITCHGEAR PTE LTD

have been assessed by AJA Registrars and registered against the requirements of

ISO 9001:2008

Certificate No.	:	**AJA03/6655**	Date of Original Registration	:	**10/09/2003**
Expiry Date	:	**18/08/2018**	Date of Re-Registration	:	**18/08/2015**

UKAS MANAGEMENT SYSTEMS

0059

Chief Executive - AJA Registrars Ltd

MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT IAF

AJA REGISTRARS ANGLO JAPANESE AMERICAN

This certificate is issued in respect of the locations & scope of registration detailed in the Associated Registration Schedule.

Intertek

Certificate No.19735

ASTA Certificate

of Verification Tests

Laboratory Ref. No.: PLV-LSWG-48/01

APPARATUS:	1600 A, 415 V / 690 V / 8 kV (U_n=U_e / U_i / U_{imp}), 50 Hz, IP43, Form 4b Power Switchgear and Controlgear Assembly (PSC-Assembly) incorporating a three-phase and neutral extensible horizontal copper busbar system, one incoming 4 pole withdrawable air circuit-breaker unit, five outgoing MCCB units, one buscoupler 4 pole withdrawable air circuit-breaker unit and the protective circuit. The PSC-Assembly is suitable for indoor use and has a metallic enclosure.
DESIGNATION:	GS-16-ABB-F4TA
MANUFACTURER:	Gathergates Industries (M) Sdn Bhd 18, Jalan Mega 1/8, Taman Perindustrian Nusa Cemerlang, 79200, Nusajaya, Johor, Malaysia.
TESTED BY:	Electrical Research & Development Association ERDA Road, Makarpura Industrial Estate, Vadodara-390 010, Gujarat, INDIA
DATE(S) OF TESTS:	31st May to 3rd September, 2013

The apparatus, constructed in accordance with the description, drawings and photographs incorporated in this certificate has been subjected to the series of proving tests in accordance with

IEC 61439-2: Edition 2.0 2011-08

Verifications with reference to the tests listed in Annex D of IEC 61439-1 Edition 2.0 2011-08.

1: Strength of material and parts
2: Degree of protection of enclosures
3: Clearances
4: Creepage distances
5: Protection against electric shock and integrity of protective circuits
6/7/8: No verification by testing required
9: Dielectric properties
10: Temperature-rise limits
11: Short-circuit withstand strength
12: Electromagnetic compatibility (EMC)
13: Mechanical operation

For ratings assigned by the manufacturer and proved by the tests see pages 1 to 4

The results are shown in the record of Proving Tests attached hereto. The values obtained and the general performance is considered to comply with the above Standard(s) and to justify the ratings assigned by the manufacturer as stated on the ratings page(s). This Certificate applies only to the apparatus tested. Responsibility for conformity of any apparatus having the same or other designations rests with the Manufacturer.

This Certificate comprises this front sheet, 4 ratings pages, plus 124 other pages and 13 drawings as detailed on pages 5 and 6

Issued by Intertek, Hilton House, Corporation Street, Rugby, CV21 2DN England. Contact: asta@intertek.com Tel: +44 (0)1788 578435

UKAS PRODUCT CERTIFICATION 010

C. Diack Evans — **C. Diack Evans ASTA Observer**

R. Hayward — **Certification Manager**

2nd August 2014 — **Date**

Intertek

Certificate No.19737

ASTA Certificate

of Verification Tests

Laboratory Ref. No.: PLV-LSWG-48/03

APPARATUS: 1600 A, 415 V / 690 V / 8 kV (U_n=U_e / U_i / U_{imp}), 50 Hz, IP43, Form 4b Power Switchgear and Controlgear Assembly (PSC-Assembly) incorporating a three-phase and neutral extensible horizontal copper busbar system, one incoming 4 pole withdrawable air circuit-breaker unit, five outgoing MCCB units, one buscoupler 4 pole withdrawable air circuit-breaker unit and the protective circuit.
The PSC-Assembly is suitable for indoor use and has a metallic enclosure.

DESIGNATION: GS-16-SCH-F4TA

MANUFACTURER: Gathergates Industries (M) Sdn Bhd
18, Jalan Mega 1/8,
Taman Perindustrian
Nusa Cemerlang,
79200, Nusajaya,
Johor, Malaysia.

TESTED BY: Electrical Research & Development Association
ERDA Road, Makarpura Industrial Estate, Vadodara-390 010, Gujarat, INDIA

DATE(S) OF TESTS: 11th June to 3rd September 2013

The apparatus, constructed in accordance with the description, drawings and photographs incorporated in this certificate has been subjected to the series of proving tests in accordance with

IEC 61439-2: Edition 2.0 2011-08

Verifications with reference to the tests listed in Annex D of IEC 61439-1 Edition 2.0 2011-08.

1: Strength of material and parts
2: Degree of protection of enclosures
3: Clearances
4: Creepage distances
5: Protection against electric shock and integrity of protective circuits
6/7/8: No verification by testing required
9: Dielectric properties
10: Temperature-rise limits
11: Short-circuit withstand strength
12: Electromagnetic compatibility (EMC)
13: Mechanical operation

For ratings assigned by the manufacturer and proved by the tests see pages 1 to 4

The results are shown in the record of Proving Tests attached hereto. The values obtained and the general performance is considered to comply with the above Standard(s) and to justify the ratings assigned by the manufacturer as stated on the ratings page(s). This Certificate applies only to the apparatus tested. esponsibility for conformity of any apparatus having the same or other designations rests with the Manufacturer.

Certificate comprises this front sheet, 4 ratings pages, plus 119 other pages and 13 drawings as detailed on 5 and 6

Only integral reproductions of this whole certificate or reproductions of this page accompanied by any ratings pages are permitted.
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UKAS PRODUCT CERTIFICATION 010

C Diack-Evans
ASTA Observer

Certification Manager

2nd August 2014

Date

Intertek

Certificate No.19738

ASTA Certificate

of Verification Tests

Laboratory Ref. No.: **PLV-LSWG-48/04**

APPARATUS:	**2500 A, 415 V / 690 V / 8 kV (U_n=U_e / U_i / U_{imp}), 50 Hz, IP43, Form 4b Power Switchgear and Controlgear Assembly (PSC-Assembly) incorporating a three-phase and neutral extensible horizontal copper busbar system, one incoming 4 pole withdrawable air circuit-breaker unit, five outgoing MCCB units, one buscoupler 4 pole withdrawable air circuit-breaker unit and the protective circuit.** **The PSC-Assembly is suitable for indoor use and has a metallic enclosure.**
DESIGNATION:	**GS-25-ABB-F4TA**
MANUFACTURER:	**Gathergates Industries (M) Sdn Bhd** **18, Jalan Mega 1/8,** **Taman Perindustrian** **Nusa Cemerlang,** **79200, Nusajaya,** **Johor, Malaysia.**
TESTED BY:	**Electrical Research & Development Association** **ERDA Road, Makarpura Industrial Estate, Vadodara-390 010, Gujarat, INDIA**
DATE(S) OF TESTS:	**19th June to 3rd September 2013**

The apparatus, constructed in accordance with the description, drawings and photographs incorporated in this certificate has been subjected to the series of proving tests in accordance with

IEC 61439-2: Edition 2.0 2011-08

Verifications with reference to the tests listed in Annex D of IEC 61439-1 Edition 2.0 2011-08.

1: **Strength of material and parts**
2: **Degree of protection of enclosures**
3: **Clearances**
4: **Creepage distances**
5: **Protection against electric shock and integrity of protective circuits**
6/7/8: **No verification by testing required**
9: **Dielectric properties**
10: **Temperature-rise limits**
11: **Short-circuit withstand strength**
12: **Electromagnetic compatibility (EMC)**
13: **Mechanical operation**

For ratings assigned by the manufacturer and proved by the tests see pages 1 to 4

The results are shown in the record of Proving Tests attached hereto. The values obtained and the general performance is considered to comply with the above Standard(s) and to justify the ratings assigned by the manufacturer as stated on the ratings page(s). This Certificate applies only to the apparatus tested. esponsibility for conformity of any apparatus having the same or other designations rests with the Manufacturer.

Certificate comprises this front sheet, 4 ratings pages, plus 124 other pages and 13 drawings as detailed on s 5 and 6

Only integral reproductions of this whole certificate or reproductions of this page accompanied by any ratings pages are permitted.
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UKAS PRODUCT CERTIFICATION 010

C. Diack-Evans — **C Diack-Evans ASTA Observer**

R. Ll... — **Certification Manager**

2nd August 2014 — **Date**

Intertek

Certificate No.19740

ASTA Certificate

of Verification Tests

Laboratory Ref. No.: PLV-LSWG-48/02

APPARATUS:	2500 A, 415 V / 690 V / 8 kV (U_n=U_e / U_i / U_{imp}), 50 Hz, IP43, Form 4b Power Switchgear and Controlgear Assembly (PSC-Assembly) incorporating a three-phase and neutral extensible horizontal copper busbar system, one incoming 4 pole withdrawable air circuit-breaker unit, five outgoing MCCB units, one buscoupler 4 pole withdrawable air circuit-breaker unit and the protective circuit. The PSC-Assembly is suitable for indoor use and has a metallic enclosure.
DESIGNATION:	GS-25-SCH-F4TA
MANUFACTURER:	Gathergates Industries (M) Sdn Bhd 18, Jalan Mega 1/8, Taman Perindustrian Nusa Cemerlang, 79200, Nusajaya, Johor, Malaysia.
TESTED BY:	Electrical Research & Development Association ERDA Road, Makarpura Industrial Estate, Vadodara-390 010, Gujarat, INDIA
DATE(S) OF TESTS:	5th July to 3rd September 2013

The apparatus, constructed in accordance with the description, drawings and photographs incorporated in this certificate has been subjected to the series of proving tests in accordance with

IEC 61439-2: Edition 2.0 2011-08

Verifications with reference to the tests listed in Annex D of IEC 61439-1 Edition 2.0 2011-08.

1: Strength of material and parts
2: Degree of protection of enclosures
3: Clearances
4: Creepage distances
5: Protection against electric shock and integrity of protective circuits
6/7/8: No verification by testing required
9: Dielectric properties
10: Temperature-rise limits
11: Short-circuit withstand strength
12: Electromagnetic compatibility (EMC)
13: Mechanical operation

For ratings assigned by the manufacturer and proved by the tests see pages 1 to 4

The results are shown in the record of Proving Tests attached hereto. The values obtained and the general performance is considered to comply with the above Standard(s) and to justify the ratings assigned by the manufacturer as stated on the ratings page(s). This Certificate applies only to the apparatus tested. Responsibility for conformity of any apparatus having the same or other designations rests with the Manufacturer.

[illegible]s Certificate comprises this front sheet, 4 ratings pages, plus 133 other pages and 13 drawings as detailed on [illegible]s 5 to 7

Only integral reproductions of this whole certificate or reproductions of this page accompanied by any ratings pages are permitted.
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UKAS PRODUCT CERTIFICATION
010

C. Diack-Evans — C Diack-Evans, ASTA Observer

R. Hayward — Certification Manager

2nd August 2014 — Date

Intertek

Certificate No.19741

ASTA Certificate

of Verification Tests

Laboratory Ref. No.: PLV-LSWG-48/09

APPARATUS:	**3200 A, 415 V / 690 V / 8 kV (U_n=U_e / U_i / U_{imp}), 50 Hz, IP43, Form 4b Power Switchgear and Controlgear Assembly (PSC-Assembly) incorporating a three-phase and neutral extensible horizontal copper busbar system, one incoming 4 pole withdrawable air circuit-breaker unit, five outgoing MCCB units, one outgoing ACB unit, one buscoupler 4 pole withdrawable air circuit-breaker unit and the protective circuit. The PSC-Assembly is suitable for indoor use and has a metallic enclosure.**
DESIGNATION:	**GS-32-ABB-F4TA**
MANUFACTURER:	**Gathergates Industries (M) Sdn Bhd 18, Jalan Mega 1/8, Taman Perindustrian Nusa Cemerlang, 79200, Nusajaya, Johor, Malaysia.**
TESTED BY:	**Electrical Research & Development Association ERDA Road, Makarpura Industrial Estate, Vadodara-390 010, Gujarat, INDIA**
DATE(S) OF TESTS:	**26th July to 28th September 2013**

The apparatus, constructed in accordance with the description, drawings and photographs incorporated in this certificate has been subjected to the series of proving tests in accordance with

IEC 61439-2: Edition 2.0 2011-08

Verifications with reference to the tests listed in Annex D of IEC 61439-1 Edition 2.0 2011-08.

1: Strength of material and parts
2: Degree of protection of enclosures
3: Clearances
4: Creepage distances
5: Protection against electric shock and integrity of protective circuits
6/7/8: No verification by testing required
9: Dielectric properties
10: Temperature-rise limits
11: Short-circuit withstand strength
12: Electromagnetic compatibility (EMC)
13: Mechanical operation

For ratings assigned by the manufacturer and proved by the tests see pages 1 to 5

The results are shown in the record of Proving Tests attached hereto. The values obtained and the general performance is considered to comply with the above Standard(s) and to justify the ratings assigned by the manufacturer as stated on the ratings page(s). This Certificate applies only to the apparatus tested. Responsibility for conformity of any apparatus having the same or other designations rests with the Manufacturer.

This Certificate comprises this front sheet, 5 ratings pages, plus 135 other pages and 14 drawings as detailed on pages 6 to 8

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UKAS PRODUCT CERTIFICATION 010

C Diack-Evans
ASTA Observer

Certification Manager

2nd August 2014 **Date**

Intertek

Certificate No.19743

ASTA Certificate

of Verification Tests

Laboratory Ref. No.: PLV-LSWG-48/08

APPARATUS:	3200 A, 415 V / 690 V / 8 kV (U_n=U_e / U_i / U_{imp}), 50 Hz, IP43, Form 4b Power Switchgear and Controlgear Assembly (PSC-Assembly) incorporating a three-phase and neutral extensible horizontal copper busbar system, one incoming 4 pole withdrawable air circuit-breaker unit, five outgoing MCCB units, one outgoing ACB unit, one buscoupler 4 pole withdrawable air circuit-breaker unit and the protective circuit. The PSC-Assembly is suitable for indoor use and has a metallic enclosure.
DESIGNATION:	GS-32-SCH-F4TA
MANUFACTURER:	Gathergates Industries (M) Sdn Bhd 18, Jalan Mega 1/8, Taman Perindustrian Nusa Cemerlang, 79200, Nusajaya, Johor, Malaysia.
TESTED BY:	Electrical Research & Development Association ERDA Road, Makarpura Industrial Estate, Vadodara-390 010, Gujarat, INDIA
DATE(S) OF TESTS:	26th July to 27th September 2013

The apparatus, constructed in accordance with the description, drawings and photographs incorporated in this certificate has been subjected to the series of proving tests in accordance with

IEC 61439-2: Edition 2.0 2011-08

Verifications with reference to the tests listed in Annex D of IEC 61439-1 Edition 2.0 2011-08.

1: Strength of material and parts
2: Degree of protection of enclosures
3: Clearances
4: Creepage distances
5: Protection against electric shock and integrity of protective circuits
6/7/8: No verification by testing required
9: Dielectric properties
10: Temperature-rise limits
11: Short-circuit withstand strength
12: Electromagnetic compatibility (EMC)
13: Mechanical operation

For ratings assigned by the manufacturer and proved by the tests see pages 1 to 5

The results are shown in the record of Proving Tests attached hereto. The values obtained and the general performance is considered to comply with the above Standard(s) and to justify the ratings assigned by the manufacturer as stated on the ratings page(s). This Certificate applies only to the apparatus tested. Responsibility for conformity of any apparatus having the same or other designations rests with the Manufacturer.

This Certificate comprises this front sheet, 5 ratings pages, plus 138 other pages and 14 drawings as detailed on pages 6 to 8

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UKAS PRODUCT CERTIFICATION
010

C. Diack-Evans
C Diack-Evans ASTA Observer

R. Hayward
Certification Manager

2nd August 2014
Date

Intertek

Certificate No.19855

ASTA Certificate

of Verification Tests

Laboratory Ref. No:	S13 - J008CT1
Apparatus:	4000 A, 415 V / 690 V / 8 kV (U_n=U_e / U_i / U_{imp}), 50 Hz, IP43, Power Switchgear and Controlgear Assembly (PSC-Assembly) incorporating one three-phase and neutral extensible horizontal and one vertical copper busbar system, one incoming 4 pole withdrawable air circuit-breaker unit, one bus-coupler ACB unit, one outgoing ACB unit, five outgoing MCCB units and a protective circuit. The Assembly (PSC-Assembly) is suitable for indoor use and has metallic enclosures.
Designation:	GS-40-SCH
Manufacturer:	GATHERGATES INDUSTRIES (M) SDN. BHD. 18, JALAN MEGA 1/8,TAMAN PERINDUSTRIANNUSA CEMERLANG, 79200, NUSAJAYA,JOHOR, MALAYSIA
Tested By:	SPTL Inspection Center of Products' Quality of Low Voltage Electric Apparatus West Zhonghuan Road, Jiaxing City, Zhejiang Province, P. R. China.
Date(s) of tests:	14 October 2013 to 10 March 2014

The apparatus, constructed in accordance with the description, drawings and photographs incorporated in this certificate has been subjected to the series of proving tests in accordance with

IEC 61439-2: Edition 2.0 2011-08

Verifications with reference to the tests listed in Annex D of IEC 61439-1 Edition 2.0 2011-08:

1: Strength of material and parts
2: Degree of protection of enclosures
3: Clearances
4: Creepage distances
5: Protection against electric shock and integrity of protective circuits
6/7/8: No verification by testing required
9: Dielectric properties
10: Temperature-rise limits
11: Short-circuit withstand strength
12: Electromagnetic compatibility (EMC)
13: Mechanical operation

For ratings assigned by the manufacturer and proved by the tests see pages 1 to 6

[Th]e results are shown in the record of Proving Tests attached hereto. The values obtained and the general [perf]ormance is considered to comply with the above Standard(s) and to justify the ratings assigned by the [manu]facturer as stated on the ratings page(s). This Certificate applies only to the apparatus tested. [Respo]nsibility for conformity of any apparatus having the same or other designations rests with the Manufacturer.

[This Cert]ificate comprises this front sheet, 6 rating pages, plus 171 other pages and 20 drawings as detailed on p[age] 11.

Only integral reproductions of this whole certificate or reproductions of this page accompanied by any ratings pages are permitted.
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UKAS PRODUCT CERTIFICATION 010

C. Diack-Evans .... Craig Diack-Evans ASTA Observer

.... Certification Manager

16th October 2014 .... Date

Intertek

Certificate No. 19852

ASTA Certificate

of Verification Tests

Laboratory Ref. No:	S13 - J007CT1
Apparatus:	6000 A, 415 V / 690 V / 8 kV (U_n=U_e / U_i / U_{imp}), 50 Hz, IP43, Power Switchgear and Controlgear Assembly (PSC-Assembly) incorporating one three-phase and neutral extensible horizontal and one vertical copper busbar system, one incoming 4 pole withdrawable air circuit-breaker unit, one bus-coupler ACB unit, four outgoing ACB units, four outgoing MCCB units and a protective circuit. The Assembly (PSC-Assembly) is suitable for indoor use and has metallic enclosures.
Designation:	GS-63-SCH
Manufacturer:	GATHERGATES INDUSTRIES (M) SDN. BHD. 18, JALAN MEGA 1/8,TAMAN PERINDUSTRIANNUSA CEMERLANG, 79200, NUSAJAYA,JOHOR, MALAYSIA
Tested By:	SPTL Inspection Center of Products' Quality of Low Voltage Electric Apparatus West Zhonghuan Road, Jiaxing City, Zhejiang Province, P. R. China.
Date(s) of tests:	14 October 2013 to 10 March 2014

The apparatus, constructed in accordance with the description, drawings and photographs incorporated in this certificate has been subjected to the series of proving tests in accordance with

IEC 61439-2: Edition 2.0 2011-08

Verifications with reference to the tests listed in Annex D of IEC 61439-1 Edition 2.0 2011-08:

1: Strength of material and parts
2: Degree of protection of enclosures
3: Clearances
4: Creepage distances
5: Protection against electric shock and integrity of protective circuits
6/7/8: No verification by testing required
9: Dielectric properties
10: Temperature-rise limits
11: Short-circuit withstand strength
12: Electromagnetic compatibility (EMC)
13: Mechanical operation

For ratings assigned by the manufacturer and proved by the tests see pages 1 to 7

Note: Part 1 of this Certificate comprises of the Record of Proving Tests.
Part 2 of this Certificate comprises of diagrams, Oscillograms, photographs and drawings

The results are shown in the record of Proving Tests attached hereto. The values obtained and the general erformance is considered to comply with the above Standard(s) and to justify the ratings assigned by the anufacturer as stated on the ratings page(s). This Certificate applies only to the apparatus tested. ponsibility for conformity of any apparatus having the same or other designations rests with the Manufacturer.

ertificate comprises this front sheet, 7 rating pages, plus 216 other pages and 21 drawings as detailed on to 13.

Only integral reproductions of this whole certificate or reproductions of this page accompanied by any ratings pages are permitted.
Issued by Intertek, Hilton House, Corporation Street, Rugby, CV21 2DN England. Contact: asta@intertek.com Tel: +44 (0)1788 578435

UKAS PRODUCT CERTIFICATION 010

C Diack-Evans ...... Craig Diack-Evans ASTA Observer

R. Hayward ...... Certification Manager

18th October 2014 ...... Date

CERTIFICATE

EQAICC

European Quality Assurance

Certificate of Assessment

Gathergates Switchgear Pte Ltd

29 Tai Seng Avenue, #03-01 Natural Cool Lifestyle Hub, Singapore 534119

EQA's certification is hereby granted to the above company's Environmental Management System conforming to the standard and scope below

ISO 14001:2004

Scope

Manufacture of Electrical Switchboards for Buildings

Registration No. EU150178
First issued on 17 April, 2015
This certificate is valid from 17 April, 2015 to 16 April, 2018

The Chief Executive

UKAS
MANAGEMENT
SYSTEMS
047

Further clarifications regarding the scope of this certificate and the applicability of ISO 14001:2004 requirements may be obtained by consulting EQA #903, 9F, 50, Digital-ro 33-gil, Guro-gu, Seoul, Korea, 152-742 / URL:www.eqaworld.com

U 0340

7

နိုင်ငံသားစိစစ်ရေးကတ်ပြား



[illegible]

ရက်စွဲ [illegible]

အမည် [illegible]

အဘအမည် [illegible]

မွေးသက္ကရာဇ် [illegible]

လူမျိုး/ဘာသာ [illegible]

အရပ် [illegible] သွေးအုပ်စု A

ထင်ရှားသည့်အမှတ်အသား [illegible]

[illegible]

အမည် [illegible]

ရာထူး [illegible]

[illegible]



အလုပ်အကိုင် [illegible]

နေရပ်လိပ်စာ [illegible]

[illegible]

၁။ [illegible]

၂။ [illegible]

၃။ [illegible]

For reference only

THIS PASSPORT IS VALID FOR ALL COUNTRIES
EXCEPT THE FOLLOWING:

PASSPORT REPUBLIC OF SINGAPORE



Type PA
Country Code SGP
Passport No E3417486C
Name CHIA PUAY HWEE
Sex M
Nationality SINGAPORE CITIZEN
Date of birth 10 MAR 1963
Place of birth SINGAPORE
Date of issue 24 SEP 2012
Date of expiry 24 JUN 2018
Modifications SEE PAGE 2
Authority MINISTRY OF HOME AFFAIRS
National ID No S1604700G

PASGPCHIA<<PUAY<HWEE<<<<<<<<<<<<<<<<<<<<<<<<
E3417486C9SGP6303105M1806243S1604700G<<<<<00

For reference only

THIS PASSPORT IS VALID FOR ALL COUNTRIES
EXCEPT THE FOLLOWING:

PASSPORT REPUBLIC OF SINGAPORE



Type PA
Country Code SGP
Passport No E6118805A
Name
LIANG WENHUA
Sex M
Nationality SINGAPORE CITIZEN
Date of birth 24 FEB 1964
Place of birth CHINA
Date of issue 22 JUN 2016
Date of expiry 18 FEB 2022
Modifications SEE PAGE 2
Authority MINISTRY OF HOME AFFAIRS
National ID No. S2690382C

PASGPLIANG<<WENHUA<<<<<<<<<<<<<<<<<<<<<<<<<<<
E6118805A1SGP6402248M2202185S2690382C<<<<<80

128942

ရာဝတီဘဏ်
AYA Bank

Ygn (12) Shwe Gone Dine

Special Instructions

Signature	Approved

MANAGER

Signature Requirement

Account No:	0048203010011279
Name:	GREAT MERITS CO.LTD/DAW YU YU WIN
NRC No:	0946 # 12/-LA-THA-NA-(N)-015276
Father's Name:	/
Address :	NO.7,YADANAR MON STREET(2),AYE YEIK MON HOUSING,HLAING,YANGON # NO(115), DAMAZEDI ST, (10)WARD , KAMAYUT TSP, YANGON

Date	Ref	Deposit	Withdrawal	Balance	Signature & Stamp
14-03-2014	CD	500,000.00		500,000.00	AYA
30-06-2014	INT	9,999.99		509,999.99	
30-09-2014	INT	10,412.50		520,412.49	
31-12-2014	INT	10,733.52		531,146.01	
31-03-2015	INT	10,954.89		542,100.90	
30-06-2015	INT	11,180.82		553,281.72	
30-09-2015	INT	11,411.43		564,693.15	
31-12-2015	INT	11,646.81		576,339.96	
31-03-2016	INT	11,887.02		588,226.98	

Date	Ref	Deposit	Withdrawal	Balance	Signature & Stamp
30-06-2016	INT	12,132.18		600,359.16	
30-09-2016	INT	12,382.41		612,741.57	
30-12-2016	INT	12,637.80		625,379.37	
31-03-2017	INT	12,898.44		638,277.81	

8

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် ၉၁ အက်ဖ်စီ .... / ၂၀၁၆ - ၂၀၁၇(နပတ)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ စူပါဂက်သာဂိတ်(စ်) အီလက်ထရစ် ကုမ္ပဏီ လီမိတက် .... အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၇ ... နှစ်၊ မတ် .... လ၊ ၉ .... ရက်နေ့တွင် ယာယီမှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)

(မျိုးမင်း ၊ ညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF PLANNING AND FINANCE

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. ...91 FC.................. of 2016 - 2017 (NPW)

I hereby certify that SUPER GATHERGATES ELECTRIC COMPANY LIMITED ....is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Temporarily given under my hand at Yangon this NINTH day of MARCH, TWO THOUSAND AND SEVENTEEN.

For Director General

(Myo Min - Director)

Directorate of Investment and Company Administration

ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ) သည် မှတ်ပုံတင်ရက်စွဲ (၉-၃-၁၇) မှ (၈-၉-၁၇) ရက်နေ့အထိ (၆)လ သက်တမ်း အတွက်သာ ဖြစ်သည်။ ယာယီသက်တမ်း မကုန်ဆုံးမီ အမြဲတမ်း မှတ်ပုံတင် လက်မှတ် (မူရင်း) နှင့် လဲလှယ်ရမည် ဖြစ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(ခင်မောင်ကြည်၊ လက်ထောက်ညွှန်ကြားရေးမှူး)

ISSUED DATE 9-3-2017

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE
DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION
Office No. 32, Naypyitaw

Letter No : DICA-NPW/Company (103 ? /2017)
Dated : March. 2017.

Daw Yu Yu Win
Director
Super Gathergates Electric Co., Ltd.
No.95, Yaw Ah Twin Wun U Pho Hlaing Street,
East Dagon Industrial Zone,
East Dagon Township, Yangon.

Subject: **Application for Permit.**

We have received your complete application of Permit on(9-3-2017).
We have prescribed the conditions to be attached to the permit after taking into consideration the activities to be carried out by the company in the Republic of the Union of Myanmar and the facts mentioned in the documents submitted by the company.
Before issuing the Permit (Original) we would like to seek your agreement with regard to the conditions to be attached to the permit. These conditions are listed in the Annexure.

The company is therefore kindly requested to study these conditions and send back the Annexure duly signed by the responsible official on behalf of company on before (9-4-2017).

If the conditions are acceptable, the company is requested to remit 50% of the prescribed amount US$ 150,000 (United States Dollar One Hundred and Fifty Thousand Only) in Foreign Currency acceptable to the Myanma Foreign Trade Bank/the Myanma Investment & Commercial Bank, and the Private Banks which have obtained Authorized Dealer License before (9-5-2017).

Unless the duly signed Annexure is received by that date it will be considered that the company is not taking interest to accept these conditions and subsequently your application for permit shall be cancelled.

Yours sincerely,

For Director General,
(Khin Maung Kyi–Assistant Director)

c.c to
Director General
Internal Revenue Department.
Managing Director
Myanma Foreign Trade Bank.
Managing Director
Myanma Investment & Commercial Bank.
Assistant General Manager
Myanma Economic Bank (Nay Pyi Taw)
General Manager
The Private Banks which have obtained
Authorized Dealer License

} kindly requested to open a bank account if it is applied by the company.

The Government of the Republic of the Union of Myanmar

Ministry of Planning and Finance

Directorate of Investment and Company Administration

Office No. 32, Nay Pyi Taw

Letter No : DICA-NPW/Company (103-G/2017)

Dated. 9th March . 2017

To

Daw Yu Yu Win

Director

Super Gathergates Electric Co., Ltd.

No.95, Yaw Ah Twin Wun U Pho Hlaing Street,

East Dagon Industrial Zone,

East Dagon Township, Yangon..

Subject : Certificate of Incorporation (Temporary) and Form of Permit(Temporary) Issued.

1. Upon the application of **Super Gathergates Electric Co., Ltd.** in accordance with Myanmar Companies Act, Certificate of Incorporation (Temporary) and Form of Permit (Temporary) are issued on 9th **March , 2017** as Registration and Permit **No. 91 FC/ 2016 – 2017 (NPW)** by this office as a Private Company Limited.

2. The purpose of issuance of these Certificates (Temporary) are to **Super Gathergates Electric Co., Ltd.** for the use of its name in compliance with the Myanmar Companies Act and the company needs to be comply with existing Laws, Rules and Regulations in carrying out the business mentioned in its Memorandum of Association.

3. The Certificate of Incorporation (Temporary) and Form of Permit (Temporary) will be replaced with original one after the completion of registration process. However, these Certificates (Temporary) will be revoked without reimbursement of registration fees if the application is not approved by the decision of high level.

For Director General.

(Khin Maung Kyi - Assistant Director)

Copy to

Director General
Internal Revenue Department.

Managing Director
Myanma Foreign Trade Bank.

Managing Director
Myanma Investment and Commercial Bank

Assistant General Manager
Myanma Economic Bank - Nay Pyi Taw

General Manager
The Private Banks which have obtained
Authorized Dealer License

Issue (Temp New)

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

FORM 1

FORM OF PERMIT (TEMPORARY)

(See section 27 A)

Permit No. 91 FC /2016-2017(NPW)

Date 9th March, 2017

The Ministry of Planning and Finance of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the SUPER GATHERGATES ELECTRIC COMPANY LIMITED in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

(1)	Name of the Company	Super Gathergates Electric Co., Ltd.
(2)	Country of incorporation of the company.	The Republic of the Union of Myanmar
(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	No.95, Yaw Ah Twin Wun U Pho Hlaing Street, East Dagon Industrial Zone, East Dagon Township, Yangon.
(4)	The object for which the company is formed (field of business).	Manufacturing of Electrical Switch Board and its related activities.
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	US$ 15,000,000 divided into 15,000,000 shares of US$ 1 each.
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	March 9, 2017 to September 8, 2017. (SIX MONTHS)
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

By order

For Director General

(Myo Min - Director)

Directorate of Investment and Company Administration

The business objectives mentioned in the Memorandum of Association shall be allowed to perform.If it is necessary, permit or license from relevant Union Ministries, Departments and Organizations of the Republic of the Union of Myanmar must be obtained in accordance with existing laws, rules and regulations.

ISSUED DATED 9-3-2017

002107

FORM VI

Super Gathergates Electric Co., Ltd.
No.
Date

RETURN OF ALLOTMENTS
THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the allotment is made)

Return of allotment from the 21st of March, 2017.

on the of 20 of the * SUPER GATHERGATES ELECTRIC CO.,LTD

Made pursuant to Section 104 (1)

Number of the shares allotted payable in cash 300,000 Shares

" " " " ....

Nominal amount of the shares so allotted USD- 300,000/-

" " " " ....

Amount paid or due and payable on cash such share USD - 1/- (Fully Paid Up)

" " " " ....

Number of ordinary shares allotted for a consideration other than cash

Nominal amount to be ordinary shares so allotted ....

Amount to be treated as paid on each such share ....

The consideration for which such share have been allotted is as follow :-

---

NOTE In making a return of allotments under Section 104 (1) the Myanmar Companies Act., it is to be noted that -

1. When a return include several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be effected within one month of the first date.

2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the world made substituted for the world "From" after the world "allotments" above.

Here insert name of Company.

Distinguish between preference, ordinary, or other description of shares.

Presented for filing by : Daw Yu Yu Win (Managing Director)

Name, Address and Description of Allotees

Name & N.R.C No	Address	Description	Number of the shares allotted	
			Preference	Ordinary
1. GREAT MERITS COMPANY LIMITED Represented by DAW YU YU WIN MYANMAR 12/LA THA NA (NAING) 015276	5432/2013-2014 (18.2.2014) NO.115, DHAMAZEDI ROAD,WARD NO.(10), KAMAYUTTOWNSHIP, YANGON REGION.	MERCHANT		150000
2. GATHERGATES (MYANMAR) PTE LTD. Represented by (1) MR.CHIA PUAY HWEE Singaporean PP No. E3417486C	201628028E 1A, JALAN CHERPEN SINGAPORE 769929	MERCHANT		150000
(2) MR.LIANG WENHUA Singaporean PP No. E6118805A	APT BLK 571B WOODLANDS AVENUE 1#10-916SINGAPORE 732571	MERCHANT		
			Total	300000 Shares

Signature

Date 21st, March, 2017.

Yu Yu Win
Managing Director
Super Gathergates Electric Co., Ltd.

034172

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : SUPER GATHERGATES ELECTRIC CO.,LTD

Presented by : Daw Yu Yu Win (Managing Director)

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. GREAT MERITS COMPANY LIMITED Represented by; DAW YU YU WIN	5432/2013-2014 (18.2.2014) MYANMAR 12/LA THA NA (NAING)015276	NO.115, DHAMAZEDI ROAD, WARD NO.(10), KAMAYUT TOWNSHIP, YANGON REGION.	MERCHANT	Appointed as Managing Director w.e.f (21.3.2017)
2. GATHERGATES(MYANMAR) PTE LTD. Represented by; (1) MR.CHIA PUAY HWEE	201628028E Singaporean PP No. E3417486C	1A, JALAN CHERPEN SINGAPORE 769929.	MERCHANT	Appointed as Director w.e.f (21.3.2017)
(2) MR.LIANG WENHUA	Singaporean PP No. E6118805A	BAPT BLK 571B WOODLANDS AVENUE 1#10-916 SINGAPORE 732571	MERCHANT	Appointed as Director w.e.f (21.3.2017)

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of ...." and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Signature ....

Designation ...... Yu Yu Win Managing Director ......
Super Gathergates Electric Co., Ltd.

Dated this 21st , March, 2017

Form (26)

012031

မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

စူပါဂဲသားဂိတ်(စ်) အီလက်ထရစ် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

SUPER GATHERGATES ELECTRIC **COMPANY LIMITED**

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ရှုပါဂဲသားဂိတ်(စ်) အီလက်ထရစ် ကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖❖❖❖❖

ကုမ္ပဏီ၏အမည်သည် ရှုပါဂဲသားဂိတ်(စ်) အီလက်ထရစ် ကုမ္ပဏီလီမိတက် ဖြစ်ပါသည်၊

ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် USD- 15,000,000/ (အမေရိကန်ဒေါ်လာ တစ်ဆယ့်ငါးသန်း တိတိ) ဖြစ်၍ငွေ၊ USD-1/- အမေရိကန်ဒေါ်လာတစ်ဒေါ်လာတိတိ) တန် အစုရှယ်ယာပေါင်း (15000000) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေပဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၆။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

၁။ လျှပ်စစ်မီးဘုတ်ခလုတ်ခုံကြီးများထုတ်လုပ်ခြင်း။

၇။ ကုမ္ပဏီမှ သင့်တော်လျော်ကပ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေးအဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်း များကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန် ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထား ရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	GREAT MERITS COMPANY LIMITED Represented by DAW YU YU WIN NO.115, DHAMAZEDI ROAD, WARD NO.(10), KAMAYUT TOWNSHIP, YANGON REGION.	5432/2013-2014 (18.2.2014) MYANMAR 12/LA THA NA (NAING) 015276	150000	
2.	GATHERGATES(MYANMAR) PTE LTD. Represented by (1) MR.CHIA PUAY HWEE 1A, JALAN CHERPEN SINGAPORE 769929 (2) MR.LIANG WENHUA APT BLK 571B WOODLANDS AVENUE 1#10-916 SINGAPORE 732571	201628028E Singaporean PP No. E3417486C Singaporean PP No. E6118805A	150000	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၇ ခုနှစ်၊ ဖေဖော်ဝါရီ လ၊ (၂၈) ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

28/2/2017
Kyu Kyu Win
B.Com, C.P.A, M.B.A
D.B.L, D.M.L
Certified Public Accountant

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

စုပါဂဲသားဂိတ်(စ်) အီလက်ထရစ် ကုမ္ပဏီလီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်စုံစုံအတွက်ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် USD- 15,000,000/
(အမေရိကန်ဒေါ်လာ တစ်ဆယ့်ငါးသန်း တိတိ)ဖြစ်၍ ငွေ / USD-1/-
(အမေရိကန်ဒေါ်လာတစ်ဒေါ်လာ တိတိ)တန် အစုရှယ်ယာပေါင်း (15000000) ခွဲထားပါသည်။
ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းကိုကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၅၀) ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည် –

(၁) DAW YU YU WIN

(၂) MR.CHIA PUAY HWEE

(၃) MR.LIANG WENHUA

(၄)

(၅)

(၆)

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညွှန်ကြားချက်များဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (–)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၃၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၃၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ကုက်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း ဂါရံမဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်းကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရေးမှုကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြားပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်းသို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်းစသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၄င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၃၂။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၃၃။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၃၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (င) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ငွေကြေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၃၅။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြလက်မှတ်
1.	GREAT MERITS COMPANY LIMITED Represented by DAW YU YU WIN NO.115, DHAMAZEDI ROAD, WARD NO.(10), KAMAYUT TOWNSHIP, YANGON REGION.	5432/2013-2014 (18.2.2014) MYANMAR 12/LA THA NA (NAING) 015276	150000	
	GATHERGATES(MYANMAR) PTE LTD. Represented by (1) MR.CHIA PUAY HWEE 1A, JALAN CHERPEN SINGAPORE 769929 (2) MR.LIANG WENHUA APT BLK 571B WOODLANDS AVENUE 1#10-916 SINGAPORE 732571	201628028E Singaporean PP No. E3417486C Singaporean PP No. E6118805A	150000	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၇ ခုနှစ်၊ ဖေဖော်ဝါရီ လ (၂၈) ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

No..............
Date..............

28/2/2017
Kyu Kyu Win
B.Com, C.P.A, M.B.A
D.B.L, D.M.L
Certified Public Accountant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

SUPER GATHERGATES ELECTRIC COMPANY LIMITED

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The name of the Company is SUPER GATHERGATES ELECTRIC COMPANY LIMITED

The registered office of the Company will be situated in the Union of Myanmar.

The objects for which the Company is established are as on the next page.

The liability of the members is limited.

The authorised capital of the Company is USD- 15,000,000/ (United State Dollar Fifteen Million Only) divided into (15000000) shares of USD-1/- (United State Dollar One Dollar Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

The Objective For Which The company is established are

Manufacturing of Electrical Switch Board and its related activities.

To borrow money for the benefit of the Company's business from any person, firm,company, bank or financial organization in the manner that the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere,save in so for as it may be entitled so as to do in accordance with the Laws,Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
GREAT MERITS COMPANY LIMITED Represented by DAW YU YU WIN NO.115, DHAMAZEDI ROAD, WARD NO.(10), KAMAYUT TOWNSHIP, YANGON REGION.	5432/2013-2014 (18.2.2014) MYANMAR 12/LA THA NA (NAING) 015276	150000	
GATHERGATES(MYANMAR) PTE LTD. Represented by (1) MR.CHIA PUAY HWEE 1A, JALAN CHERPEN SINGAPORE 769929 (2) MR.LIANG WENHUA APT BLK 571B WOODLANDS AVENUE 1#10-916 SINGAPORE 732571	201628028E Singaporean PP No. E3417486C Singaporean PP No. E6118805A	150000	

Yangon Dated the 28th day of February, 2017.

It is hereby certified that the persons mentioned above put their signatures in my presence.

Kyu Kyu Win & Associates
No..............................
Date............................
Gon Yi Housing, Upper Pansodan St.

28/2/2017
Kyu Kyu Win
B.Com, C.P.A, M.B.A
D.B.L, D.M.L
Certified Public Accountant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

SUPER GATHERGATES ELECTRIC COMPANY LIMITED

The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

(a) The member of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is USD- 15,000,000/ (United State Dollar Fifteen Million Only) divided into (15000000) shares of USD-1/- (United State Dollar One Dollar Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

The certificate of title to share shall be issued unde[illegible] the Company, and signed by the General Manager or some other persons nomi[illegible] Board of Directors. If the share certificate is defaced, lost or destroyed, it [illegible] on payment of such fee, if any, and on such terms, if any, as to evidence and [illegible] the Directors may think fit. The legal representative of a deceased member [illegible]nised by the Directors.

The Directors may, from time to time make call [illegible]bers in respect of any money unpaid on their shares, and each member shall be [illegible] the amount of every call [illegible] made payable by instalments or may be revoked [illegible] as the Directors may determine.

DIRECTORS

Unless otherwise determined by a General Meeting [illegible] of Directors shall not be [illegible] than (2) and more than (50).

The First Directors shall be: -

(1) DAW YU YU WIN

(2) MR.CHIA PUAY HWEE

(3) MR.LIANG WENHUA

(4)

(5)

(6)

The Directors may from time to time appoint one of their body to the office of the Mana[illegible] Director for such terms and at such remuneration as they think fit and he shall have all [illegible] powers delegated to him by the Board of Directors from time to time.

The qualification of a Director shall be the holding of at least (-) shares in the Com[illegible]pany in his or her own name and it shall be his duty to comply with the provision of Sec[illegible] (85) of the Myanmar Companies Act.

0. The Board of Directors may in their absolute and uncontrolled discretion refuse to re[illegible] any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

1. The Director may meet together for the despatch of business, adjourn and otherwise re[illegible] their meeting as they think fit and determine the quorum necessary for the transactio[illegible] business. Unless otherwise determined, two shall form a quorum. If any question arisi[illegible] any meeting the Managing Director's decision shall be final. When any matter is put to [illegible] and if there shall be an equality of votes, the Chairman shall have a second or casting vo[illegible]

2. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*

(2) *all sales and purchases of goods by the Company;*

(3) *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	GREAT MERITS COMPANY LIMITED Represented by DAW YU YU WIN NO.115, DHAMAZEDI ROAD, WARD NO.(10), KAMAYUT TOWNSHIP, YANGON REGION.	5432/2013-2014 (18.2.2014) MYANMAR 12/LA THA NA (NAING) 015276	150000	
2.	GATHERGATES(MYANMAR) PTE LTD. Represented by (1) MR.CHIA PUAY HWEE 1A, JALAN CHERPEN SINGAPORE 769929 (2) MR.LIANG WENHUA APT BLK 571B WOODLANDS AVENUE 1#10-916 SINGAPORE 732571	201628028E Singaporean PP No. E3417486C Singaporean PP No. E6118805A	150000	

Yangon Dated the 28th day of February, 2017.

It is hereby certified that the persons mentioned above put their signatures in my presence.

28/2/2017
Kyu Kyu Win
B.Com, C.P.A, M.B.A
D.B.L, D.M.L
Certified Public Accountant